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## Montgomery County Board of Education and Montgomery County Education Association (1980)

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## Montgomery County Board of Education and Montgomery County Education Association (1980)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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**AGREEMENT**

between

**Montgomery County  
Education Association**

and

**Board of Education of  
Montgomery County**

for the

**School Years 1980-82**

**Rockville, Maryland**

X-6/82

## TABLE OF CONTENTS

	Page
Preamble .....	1
Definitions .....	1
School Board Authority .....	2
Article 1. Recognition .....	2
Article 2. Negotiation Procedure .....	2
Article 3. Grievance Procedure .....	4
Article 4. MCEA-Administration Liaison Committee .....	8
Article 5. Salaries and Stipends for Extracurricular Activities Program .....	9
Article 6. Working Hours and Work Load .....	19
Article 7. Class Size .....	21
Article 8. Educational Specialists .....	22
Article 9. Nonteaching Duties .....	23
Article 10. Unit Member Assignment .....	23
Article 11. Voluntary Transfers .....	24
Article 12. Involuntary Transfers .....	26
Article 13. Professional Salary Schedule F-K .....	27
Article 14. Evening School and Federal Programs .....	28
Article 15. Extended Year Employment .....	28
Article 16. Unit Member Evaluation .....	29
Article 17. Facilities .....	30
Article 18. Association Rights and Privileges .....	31
Article 19. Leaves .....	33
Article 20. Professional Development and Educational Improvement ..	50
Article 21. Protection of Unit Members, Students, and Property .....	52
Article 22. Maintenance of Classroom Control and Discipline .....	54
Article 23. Personal Injury Benefits .....	55
Article 24. Insurance and Annuity .....	55
Article 25. Personal and Academic Freedom .....	56
Article 26. Books and Other Instructional Materials and Supplies .....	57
Article 27. Differentiated Teacher Responsibility and Flexible Staff Organization .....	58
Article 28. Deductions from Salary .....	59
Article 29. Part-Time Unit Members .....	60
Article 30. Procedures for Reduction in Professional Staff .....	60
Article 31. General .....	61
Article 32. Duration .....	62
Substitute Teachers .....	63

## PREAMBLE

The Board of Education of Montgomery County and the Montgomery County Education Association recognize that the development of a quality educational program for the children of Montgomery County, Maryland, is a joint responsibility which can be best achieved by agreement that both parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of both parties are necessary to reach the educational needs of the community.

To this end we wish to dedicate this Agreement and we mutually pledge to follow it with patience, understanding, and good will.

## DEFINITIONS

The following list of terms will be used frequently in the Agreement, and when they are used will refer to the definitions described below unless otherwise stipulated.

1. **Board** — The Board of Education of Montgomery County.
2. **Association** — The Montgomery County Education Association.
3. **Unit** — The body of certificated permanent and conditional professional personnel employed by the Board, excluding members of the negotiators' group and temporary employees.
4. **Unit Member** — Any employee of the Board of Education who is a member of the unit including substitutes.
5. **Superintendent** — The Superintendent of the Montgomery County Public Schools or his designee.
6. **Negotiations Law** — Section 6-408 of the Public School Laws of Maryland.
7. All positions within the bargaining unit shall be either permanent or conditional.
  - a) **Permanent Position** — A permanent position is one which has been established by the Board with the anticipation that it will be necessary to maintain the existence of such position indefinitely on a continuous year-round or school-year basis.
  - b) **Conditional Position** — A conditional position is one established by the Board for the period of time that monies are available in whole or in part from the United States Government, a private organization, a foundation, a revenue-producing source, or an individual for use in special research or other long-term projects. This position shall be automatically abolished when no longer needed or when funds are no longer made available.
8. **Temporary Position** — A temporary position is one not continuous in nature and established for a period normally not to exceed six (6) months.

9. **Seniority** — The length of a unit member's continuous service in the Montgomery County Public Schools from the effective date of the unit member's most recent employment. Employment during the time a unit member's certificate is classified as Class II will not count toward continuous service.

## **SCHOOL BOARD AUTHORITY**

The Association recognizes that, subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibility to control, supervise, and manage the Montgomery County Public Schools under applicable law, rules, and procedures.

### **ARTICLE 1 RECOGNITION**

The Board recognizes the Association for purposes of negotiation as the exclusive negotiating agent for all certificated professional employees of the Montgomery County school system with regard to all matters relating to salary, wages, hours, and other working conditions. The Superintendent, those persons designated by the Board to act as its representative in negotiations pursuant to the negotiations law, and temporary employees are excluded.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "unit members."

The Association recognizes the Board as the legally constituted body required by the State of Maryland providing that the Board of Education of Montgomery County shall perform the functions of county boards of education as provided by state law and shall have power to adopt bylaws for regulation and administration of schools within the county not inconsistent with state law and not in violation of the current negotiated Agreement.

The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in all the relations necessary in the administration of this Agreement.

### **ARTICLE 2 NEGOTIATION PROCEDURE**

- A. During the month of September of each year that the Association is recognized, the parties will meet to establish negotiation procedures.
- B. During the month of October, the parties will present all proposals relative to salaries, wages, hours, and other working conditions.
- C. Either team may bring in consultants or observers. However, no more than a total of eight team members, consultants, and/or observers may be present at one time for either team.

- D. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties either jointly or independently. Every effort will be made to provide full information to the public with the exception that, in order to maintain the integrity of the negotiations process, the specific content of any given proposal or counterproposal will not be divulged.
- E. An impasse shall be deemed to exist if the parties have not concluded a ratified agreement by December 20.
- F. Should either party suggest an impasse, the procedures as provided for in Section 6-408 of the Public School Laws of Maryland relating to impasse shall be followed.
- G. In the event that the parties are unable to agree upon a third party, as required, the parties agree to submit their impasse to the American Arbitration Association for assistance in the selection of a third party.
- H. If a panel is activated, said panel shall meet together and individually with the parties, and within thirty (30) days render a report setting forth its recommendations for the resolution of the impasse. The parties agree to cooperate with the panel and provide such information and assistance as it may request.
- I. The parties shall have five (5) days to react to the panel's recommendations. If the impasse is not then resolved, either party may make the panel's findings and recommendations public. The panel's findings and recommendations shall be advisory only and not binding on either party.
- J. The costs for the services of the third party, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.
- K. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- L. This Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties.
- M. It is agreed and understood by the parties hereto that this Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Section 6-408 of the Public School Laws of Maryland. Said Agreement, if changed by action of the county fiscal authority, shall be submitted to the parties following the funding of the school operating budget by said authority. If renegotiation of said Agreement is required and final ratification is agreed upon by both

parties, said final ratification will constitute final execution of this Agreement. It is further understood that when ratified, this Agreement shall be given full force and effect by said parties for the entire term thereof.

- N. If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation. In such event that renegotiation is mandated, the parties agree to meet as soon as possible after the Council action, but no later than May 25, and they agree to complete such renegotiation within ten (10) days. If the parties are unable to reach agreement within ten (10) days, the impasse procedures provided by law shall be employed with mutually agreeable reductions in the time limits of said procedures.
- O. The Board agrees that the negotiation procedure set forth in this article will be applicable to plans funded under federal and/or state programs prior to implementation of such plans if the plans change previously negotiated salary structures.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "grievance" is hereby defined to mean a dispute concerning the meaning, interpretation, or application of any of the provisions of this Agreement except where this Agreement states otherwise.
2. A "grievant" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or the person or persons against whom action might be taken in order to resolve the claim.

### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occur in the administration of the Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of the administration. Such grievance may be adjusted without intervention of the Association, providing that the adjustment is not inconsistent with the terms of this Agreement.



### **C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Superintendent and the Association. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced by mutual agreement between the Superintendent and the Association so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. No grievance shall be initiated more than fifteen (15) duty days after the cause therefor has occurred or been discovered.

### **D. Informal Process**

A unit member with a grievance will first discuss it with his/her principal or immediate supervisor. The unit member may discuss the grievance with the Association's designated building representative being present. The objective of this first meeting will be the informal resolution of the matter.

### **E. Formal Process**

#### **1. Level One**

If the grievance cannot be resolved informally at the first meeting, the grievant will be required to present to the principal or other appropriate official his/her grievance in writing on the proper form within five (5) school days after the initial presentation. If the grievance is not presented within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. The principal shall have five (5) school days to respond.

#### **2. Level Two**

If the aggrieved person is not satisfied with the written disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of his/her grievance, he/she may file the grievance in writing with the Association within ten (10) school days after the grievance was presented. Within five (5) school days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the area associate superintendent or other appropriate director if the Association determines that the grievance is meritorious. If the grievance is not referred to the area associate superintendent or other appropriate director within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. The appropriate director or other official shall have five (5) school days to respond.

### **3. Level Three**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was referred to the area associate superintendent or other appropriate director, he/she may again file the written grievance with the Association within five (5) school days after a decision by the aforesaid director or ten (10) school days after the grievance was referred to the aforesaid director. Within five (5) school days after receiving the written grievance, the Association will review the merits of the grievance and counsel the grievant, referring the grievance to the Superintendent if the Association determines that the grievance is meritorious. If the grievance is not referred to the Superintendent within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. Within five (5) school days after receiving the written grievance from the Association, the Superintendent will meet with the aggrieved person for the purpose of resolving the grievance.

### **4. Level Four**

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent, he/she may within five (5) school days after a decision by the Superintendent request in writing that the Association submit his/her grievance to arbitration. If the grievance is not submitted to arbitration within the above-stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal. If any question arises as to whether a grievance involves the interpretation, meaning, or application of any of the provisions of this Agreement, such question will be ruled upon by the arbitrator before hearing the case.
- b) Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.
- c) The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than ten (10) days from the date of the close of hearings, or, if oral hearings have been waived, from the date the final statements and proofs

are submitted to him/her. The arbitrator's recommendation will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without authority to make any recommendation beyond the terms of this Agreement. The recommendation of the arbitrator shall be binding upon both parties.

- d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other expenses will be paid by the party incurring them.

#### **F. Rights of Unit Members to Representation**

- 1. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest or any grievant.
- 2. Any party in interest may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, may bring with him/her any other individual of his/her choice.

#### **G. Miscellaneous**

- 1. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 2. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefor, and will be transmitted promptly to all parties in interest and to the Association.
- 3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent after consultation with the Association, and will be given appropriate distribution so as to facilitate operation of the grievance procedure.
- 4. The grievant shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held. When a unit member is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.
- 5. The administrative procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement shall be continued.
- 6. The Association may submit any intended class action grievance to the Superintendent or designee and the Superintendent shall rule within five (5) duty days if any other administrator has the authority to resolve the grievance. If no other administrator has the authority to resolve the grievance, the Superintendent or designee shall within ten (10) duty days from the initial submission of the grievance respond or the Association shall be free to seek arbitration of the grievance.

7. When it is necessary for a party in interest to attend a grievance hearing during the school day, the Association will assume one-half the cost of a substitute if one is employed.

## **ARTICLE 4**

### **MCEA-ADMINISTRATION LIAISON COMMITTEE**

- A. The Association shall name a Liaison Committee in each building or any other unit responsible to a principal or appropriate supervisor. The principal or appropriate supervisor will meet with the Liaison Committee at least monthly to discuss matters of mutual interest and concern.
- B. The Board of Education and the Superintendent agree to meet with the Association Board of Directors at mutually agreed upon times to discuss matters of mutual interest and concern.
- C. The Association Board of Directors will meet with the Superintendent at least once a month during the term of this Agreement to review and discuss matters of mutual concern and the administration of this Agreement.

## ARTICLE 5

# SALARIES AND STIPENDS FOR EXTRACURRICULAR ACTIVITIES PROGRAM

### A. Longevity

All teachers on schedules C and D will be eligible for longevity pay according to the following criteria:

**Longevity Payment I** — Beginning the tenth\* creditable year of employment with the Montgomery County Public Schools, and the nineteenth year of total creditable experience.

**Longevity Payment II** — Beginning the fifteenth\* creditable year of employment with the Montgomery County Public Schools, and the twenty-fourth year of total creditable experience.

**Longevity Payment III** — Beginning the twentieth\* creditable year of employment with the Montgomery County Public Schools, and the twenty-ninth year of total creditable experience.

\*Only creditable years of experience shall be considered toward longevity. Years employed on a second-class certificate shall not be considered creditable years. A longevity increment shall be determined as follows:

**Longevity I** — 5 percent times the first step of the bachelor's degree salary schedule.

**Longevity II** — 10 percent times the first step of the bachelor's degree salary schedule.

**Longevity III** — 15 percent times the first step of the bachelor's degree salary schedule.

- B. Resource teachers and resource counselors will have their regular scheduled salary in grades A-D increased \$1,000 for a department of 4 to 9 teachers, \$1,600 for a department of 10 to 14 teachers, and \$2,700 for a department of 15 or more teachers. During FY 1982, resource teachers and resource counselors will have their regular scheduled salary in grades A-D increased \$1,250 for a department of 4 to 9 teachers, \$1,850 for a department of 10 to 14 teachers, and \$2,700 for a department of 15 or more teachers.
- C. Athletic Directors — Senior high school athletic directors who are responsible for athletic departments of 15 or more coaches will have their regular scheduled salary on grades A-D increased \$2,700.
- D. Teacher Specialists — All professional personnel on the professional salary schedule grades A-D who are assigned as area and central office teacher specialists will have their regular scheduled salary increased \$1,000. This section does not apply to teacher specialists covered in Section F.

**Professional Salary Schedule**  
Effective July 1, 1980

**10-Month  
Grade**

**Step**

**ND**

**A  
BA**

**B  
BA+15**

**C  
MA/MA EQ**

**D  
MA+30**

1	\$ 8,347	\$12,103	\$12,706	\$13,555	\$14,522
2	8,712	12,827	13,434	14,401	15,370
3	9,075	13,555	14,158	15,248	16,217
4	9,439	14,280	14,885	16,096	17,064
5	10,770	15,007	15,611	16,942	17,909
6	11,255	15,733*	16,337	17,791	18,758
7	11,858	16,459	17,064	18,636	19,606
8	12,343	17,186	17,791	19,483	20,451
9	12,949	17,912	18,517	20,332	21,299
10	13,555	18,637	19,121	21,179*	22,147*
11	14,038			22,027	22,996
12	14,643			22,873	23,842
13				23,721	24,689
14				24,568	25,535
L1				25,173	26,141
L2				25,778	26,747
L3				26,383	27,351

\*Maximum entrance step

----- Schedule to continue for personnel employed prior to 7-1-75

----- Applicable for personnel employed 7-1-75 and after

**Professional Salary Schedule**  
**Effective July 1, 1980**

<b>12-Month Grade Step</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>
<b>1</b>	\$21,783	\$26,142	\$28,320	\$30,498	\$32,677	\$34,854
<b>2</b>	22,800	27,304	29,483	31,805	33,984	36,308
<b>3</b>	23,817	28,466	30,644	33,112	35,292	37,761
<b>4</b>	24,834	29,628	31,805	34,419	36,600	39,215
<b>5</b>	25,850	30,789	32,968	35,728	37,907	40,668
<b>6</b>	26,722	31,805	33,984	36,889	39,068	41,974
<b>7</b>	27,449	32,677	34,854	37,907	40,085	43,134
<b>8</b>	28,176	33,547	35,728	38,923	41,102	44,297
<b>9</b>	28,901	34,419	36,600	39,939	42,116	45,459
<b>10</b>	29,628	35,292	37,472	40,956	43,134	46,622

**Footnotes to the Professional Salary Schedule**

A—BA Teacher

B—BA+15 Teacher

C—MA/MA Equiv. Teacher

D—MA+30 Teacher

F-K—Administrative and Supervisory Positions

- E. Unit members assigned under Sections B., C., and D. of this article shall not:
  - 1. Have guaranteed tenure in the position
  - 2. Be eligible for appointment to any of the extracurricular compensated activities.
- F. Any teacher being paid a supplement for resource teacher or resource counselor responsibility who is selected for a rotating central office teacher specialist position, administrative intern, or pupil personnel intern will be permitted to retain the supplement during the period of time he/she serves in the capacity of central office teacher specialist, administrative intern, or pupil personnel intern.
- G. One-session kindergarten teachers will work four hours and ten minutes each duty day and will be paid at 60 percent of their appropriate salary placement.

## **STIPENDS FOR EXTRACURRICULAR ACTIVITIES PROGRAM**

### **A. General**

- 1. It is the intention of the Montgomery County Public Schools to provide instruction and supervision by fully qualified sponsors in a variety of extracurricular activities for students, subject to available funds. This program shall be voluntary except for unit members covered in Section E of this article. It is also the intention of MCPS to utilize unit members as sponsors of activities and sports; however, if unit members are not available, nonunit members may be utilized to sponsor an activity or coach a sport. The supplementary pay schedule identifies certain stipend-compensated activities. This does not mean that because an activity is listed for a stipend payment that all schools will participate or take steps to participate in all activities. The following conditions must be met before any activity is implemented: (1) the need for it has been established in advance by the principal and the staff; (2) the activity is assigned in addition to the regular teaching responsibility; and (3) it is an activity recommended by the principal and approved by the area associate superintendent.
- 2. The principal shall be responsible for the conduct of the entire extracurricular program within his/her school. Whenever any of the activities being conducted do not continue to meet the requirements of the school as determined by the principal, such activities shall be discontinued in that school.
- 3. The principal in each school shall be responsible for the development of the organizational structure required to carry out the approved activities.
- 4. The principal is responsible for making the selection of unit members to any of the approved compensated activities subject to the approval of the area associate superintendent.



5. If a unit member's services in the compensated activity have been satisfactory to the principal, the unit member shall be given first preference for appointment by the principal to the compensated activity if that unit member makes known to the principal a desire to continue.
6. The principal is responsible for posting a notice of sponsor vacancies for each of the activities to be conducted in the school. Posting vacancies outside of the local school may take place but is not required. This notice shall fully explain the requirements for the appointment to the position, the general duties of the position, and the stipend to be paid. The principal need not post a vacancy notice if he/she has selected the satisfactorily evaluated incumbent. •
7. Principals will attempt to notify all school-based unit members in writing of their stipend assignments before they return to school in August.
8. In the event that changes in such assignments are necessary after the beginning of the school year, affected unit members will be notified promptly in writing.
9. Any teacher accepting the sponsorship of a stipend activity must be assigned a full teaching load.
10. Principals will annually evaluate the performance of all sponsors in the approved extracurricular activity program. Sponsors of stipend-compensated activities will notify the principal in writing that the activity has been completed within five (5) working days after the completion of the activity. The principal will evaluate the performance of all sponsors in the approved extracurricular activity program within thirty (30) working days following the receipt of the written notification that the activity has been completed. There shall be no tenure associated with any compensated activities.
11. The principal shall make every effort to select a different unit member for each stipend activity.
12. Unit members currently sponsoring more than one activity, or coaching more than one sport, should be given first preference to continue performing the one activity or sport of his/her choice if the principal determines that the service has been satisfactory. The principal shall make every effort to select a different unit member for each activity. A unit member, however, may be eligible for assignment to more than one stipend-compensated activity, provided the activities do not conflict with the normal responsibilities of another stipend-compensated activity or the normal teaching duties, and provided that the principal has posted the notice of the vacancy and no qualified unit member has volunteered for the activity.
13. Stipend activities may be divided by more than one unit member if, after consultation with the principal, the unit members involved are in agreement.

14. A unit member who does not fulfill the requirements for which a stipend is to be paid must forfeit that portion of the stipend which has not been earned. The determination will be made by the principal and the amount to be forfeited will be based upon the established hourly rate for the stipend program.

**B. Classification I (\$4.75 per hour)** — Since many of the elementary and secondary schools of Montgomery County have varying emphases in their programs, limited funds are budgeted for a variety of activities involving working with students which are not included in the other classifications for which a set stipend has been assigned. Activities the school will conduct in this classification must be defined in a job description which will include the time frame anticipated for the activity. The principal in approving the activity and selecting the sponsor will authorize the hours to be paid, which must be in excess of 24 hours but not to exceed 100 hours for each activity. Plans for activities in this class shall be forwarded for approval to the area associate superintendent along with the plans for activities in all other classes.

**C. Classification I-A, Intramural (Co-Ed) Senior High School (\$594-713)** — Since many of the senior high schools have varying emphases in their intramural programs, a variable stipend is offered under Classification I-A as follows:

100 hours to 125 hours	\$594 stipend
126 hours to 150 hours	\$713 stipend

Before a principal approves the stipend in Classification I-A, the sponsor must submit a planned program, including the time frame expected for the activity. Classification I-A stipend must also be approved by the area associate superintendent.

**D. Classification I-B, Band/Orchestra Senior High (\$713-1,425)** — Since many of the senior high schools have varying emphases in their band/orchestra programs, a variable stipend is offered under Classification I-B as follows:

Band/Orchestra I — 150 hours to 199 hours	\$ 713
Band/Orchestra II — 200 hours to 299 hours	950
Band/Orchestra III — 300 hours or more	\$1,425

Before a principal approves the stipend in Classification I-B, the sponsor must submit a planned program, including the time frame expected for the activity. Classification I-B stipend must also be approved by the area associate superintendent.

**E. Classification II (\$30.00)** — Teachers participating in the outdoor education programs at one of the outdoor education facilities utilized by Montgomery County Public Schools shall be compensated by a stipend on a per diem basis. The stipend should be made available to classroom teachers accompanying the classes and other professional staff

members of the Montgomery County Public Schools on schedules A-D who are utilized as educational specialists. The amount of the stipend shall be \$30.00 for each overnight stay at one of the outdoor education facilities for the term of this Agreement.

**F. Ineligible Personnel**

Resource teachers, resource counselors, athletic directors, and personnel on salary lanes F-K are not eligible for payment of a stipend.

**G. Football Coaches**

Football coaches will be expected to participate in the preseason workshop and practice. Per diem salary will be paid to football coaches who work the scheduled days prior to the first day worked for regularly scheduled 10-month teachers.

**H. Newspaper Sponsor — Senior High School**

The sponsor will teach five classes including a class in Journalism II. If the school schedules the staff of the school newspaper to be assigned to the newspaper on a regular basis for a course in Journalism II in which the skills of Journalism I are extended in a planned instructional program, and the production of the school newspaper is not the primary activity or objective, this practice will be permitted and the newspaper sponsor will receive the stipend.

**I. Payment to Unit Members Selected for Stipend-Compensated Activities**

1. Payment of stipend activities will be made by the Division of Payroll after receipt of the certified pay vouchers as follows:
  - a) Activities taking place in the fall — December
  - b) Activities taking place in winter — March
  - c) Activities taking place in spring — after June 30
  - d) Year-round activities — to be divided into three equal parts and payments made in December, March, and after June 30.
2. A unit member accepting a stipend-compensated activity must complete his/her responsibilities before payment will be authorized. Termination of the assignment before the activity is completed will automatically forfeit the unpaid portion of the stipend. Principals are responsible for prompt notification to the Division of Salary Administration, Certification and Records of any unit member terminating his/her stipend activity.
3. Compensation received for a stipend shall not be subject to withholding for retirement or insurance, and shall not be considered as salary for the purpose of computing annuities pursuant to the Maryland Teachers' Retirement Act and the Board of Education of Montgomery County Life Insurance Program. Federal and state withholding taxes and social security deductions will be withheld.

- J.** The parties agree that for the first year of this Agreement the hourly rate for the stipend program will be \$4.75 per hour, and for the second year the hourly rate will be \$5.00 per hour.

## EXTRACURRICULAR ACTIVITIES

Activity	School Level	Number Per School	Amount of Stipend
<b>Non-Athletic Stipends</b>			
Mathletes	Senior	1	\$ 276
Safety Patrol	Elem./Middle	1	299
Band/Orchestra	Jr./ Middle	1	475
Choral Director	Jr./Middle	1	475
Newspaper	Jr./Middle	1	475
SGA	Jr./Middle	1	903
Drama	Jr./Middle	1	950
Yearbook	Senior	1	1,069
Newspaper	Senior	1	1,069
Debate	Senior	1	1,069
Forensics	Senior	1	1,069
Senior Class Advisor	Senior	1	1,188
SGA	Senior	1	1,188
Choral	Senior	1	1,425
Drama	Senior	1	1,544
Stage	Senior	1	1,544
Band/Orchestra	Senior	1	Variable (\$713-1,425)
<b>ATHLETIC STIPENDS</b>			
Basketball Timer (Girls)	Senior	1	190
Basketball Timer (Boys)	Senior	1	190
Basketball Timer, 8th/9th (Boys & Girls)	Jr./Middle	1	190
Intramural Director	Junior	3	285
Intramural Director	Middle	4	285
Tennis (Co-Ed)	Jr./Middle	1	413
Volleyball (Co-Ed)	Jr./Middle	1	413

Golf (Co-Ed)	Senior	1	475
Field Hockey (Girls) J.V.	Senior	1	570
Softball (Girls) J.V.	Senior	1	570
Volleyball (Co-Ed) Varsity	Senior	1	570
Cross Country (Co-Ed)	Jr./Middle	1	603
Soccer (Boys)	Jr./Middle	1	618
Soccer or Field Hockey (Girls)	Junior	1	618
Basketball, 8th grade (Girls)	Jr./Middle	1	632
Basketball, 8th grade (Boys)	Jr./Middle	1	632
Gymnastics (Boys)	Jr./Middle	1	641
Gymnastics (Girls)	Jr./Middle	1	641
Basketball, 9th grade (Girls)	Junior (not at 4-yr. H.S.)	1	656
Basketball, 9th grade (Boys)	Junior (not at 4-yr. H.S.)	1	656
Intramural Director (Co-Ed)	Senior	1	Variable (\$594-713)
Track (Girls)	Jr./Middle	1	741
Track (Boys)	Jr./Middle	1	741
Athletic/Intramural Coordinator	Jr./Middle	1	760
Swimming (Co-Ed)	Senior	1	827
Volleyball (Girls) J.V.	Senior	1	841
Tennis (Girls)	Senior	1	917
Baseball J.V.	Senior	1	1,002
Gymnastics (Boys)	Senior	1	1,007
Gymnastics (Girls)	Senior	1	1,007
Soccer (Boys) J.V.	Senior	1	1,007
Indoor Track (Co-Ed)	Senior	1	1,007

Tennis (Boys)	Senior	1	1,012
Soccer (Girls) Varsity	Senior	1	1,036
Field Hockey (Girls) Varsity	Senior	1	1,036
Volleyball (Girls) Varsity	Senior	1	1,045
Track, Assistant (Co-Ed)	Senior	1	1,135
Assistant Athletic Director	Senior	1	1,188
Soccer (Boys) Varsity	Senior	1	1,197
Wrestling J.V.	Senior	1	1,226
Cross Country (Co-Ed)	Senior	1	1,226
Track (Boys)	Senior	1	1,283
Track (Girls)	Senior	1	1,283
Basketball (Girls) J.V.	Senior	1	1,368
Football, Assistant	Senior	4	1,406
Basketball (Boys) J.V.	Senior	1	1,458
Softball (Girls) Varsity	Senior	1	1,534
Baseball, Varsity	Senior	1	1,596
Wrestling, Varsity	Senior	1	1,606
Basketball (Girls) Varsity	Senior	1	1,634
Football, Head	Senior	1	1,691
Basketball (Boys) Varsity	Senior	1	1,758

#### **ATHLETIC-RELATED STIPENDS**

Pom Pon	Jr./Middle	1	475
Cheerleaders	Jr./Middle	1	746
Pom Pon	Senior	1	751
Cheerleaders	Senior	2	1,040

- K. The Board agrees to red-circle current stipend holders in those positions which have experienced a reduction for the first year of this contract only.

## **ARTICLE 6**

### **WORKING HOURS AND WORK LOAD**

- A. 1. While professional personnel will often work more than eight hours per day, the professional salary schedule is based on an eight-hour workday.
2. All A&S personnel and all professional personnel on the A-D salary schedule in the central office or area offices will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours in addition to their lunch period. All resource teachers and resource counselors will be assigned appropriate starting and dismissal times so that their normal workday will be eight hours in addition to their lunch period.
3. All professional personnel on the professional salary schedule A-D will be assigned appropriate starting and dismissal times so that the normal workday at their school will be seven hours in addition to their duty-free lunch period. Summer assignments for full-time professional development activities will be eight hours in addition to the lunch period.
4. When it is in the best interest of the education of children, all professional personnel shall make every effort to devote the additional time necessary to meet these needs, even though it may require them to work more than the indicated number of hours.
5. School-based unit members will indicate their presence by placing a check mark in the appropriate column of the faculty "sign in" roster. Appropriate starting and dismissal times will be assigned.
6. In regard to delayed opening and/or early dismissal authorized by the Superintendent, the workday of school-based unit members on salary schedule A-D will begin twenty (20) minutes before the scheduled student starting time on said day, and will end as soon as all students under the unit member's direct supervision are clear of the school. The principal may require unit members to be on duty in excess of these times if they are needed to care for the children.
- B. Unit members who presently are employed for ten months may work beyond the regular school year if needed by the school system. Any unit member who works beyond the regular teacher work year will be compensated consistent with Article 15 for all additional time worked. Stipends, in lieu of salaries, may be provided for certain approved summer workshops for ten-month unit members. Participation shall be voluntary.

- C. 1. School-based unit members may be required to remain after the end of the unit members' day without additional compensation for no more than one hour no more than three times per month to attend faculty or other meetings which will commence fifteen minutes after the students' day. When needed for the educational program, it may be necessary to meet more frequently than the one hour three times per month (e.g., Middle States Association evaluations, special programs, etc.) as determined by the principal after consultation with the faculty.
- 2. Attendance at all other assignments or meetings shall be voluntary except Back-to-School night and any other two duty day or Saturday meetings or programs. Assignments to Sunday and holiday meetings or programs shall be voluntary.
- D. Principals will grant three hours planning time per normal week during the elementary teacher's workday, one of which shall be uninterrupted.
- E. In elementary schools, in consultation with the specialist and the classroom teacher, the principal may release teachers for other professional activities when specialists in art, music, and physical education are instructing their students so long as the principal is sure the teacher will follow up on the program.
- F. 1. a) Where the school is organized on a six (6) period schedule, each classroom teacher will be assigned no more than five (5) regular classes and one (1) period for preparation. Classroom teachers of vocational subjects may be assigned to teach six (6) regular classes when organized on a multiple class schedule, but will not be assigned a homeroom or other duties unless the classroom teacher requests additional activities.
- b) Where the school is organized on a seven (7) period schedule, each classroom teacher will be assigned no more than five (5) regular classes. Classroom teachers of vocational subjects may be assigned to teach the equivalent of six (6) classes when organized on a multiple class schedule. All other classroom teachers may be assigned one period involving instructionally related activities, other than regularly scheduled classes, with students in clubs, activities, seminars, and study skill groups, and one (1) period for preparation.
- c) Schools organized on a modular schedule or other types of flexible scheduling will assign teachers on a basis comparable to the six (6) or seven (7) period day.
- d) Teachers may volunteer to teach more than the above.
- 2. Secondary resource teachers will have a reduced teaching schedule when possible and will be excused from regular study hall duties and homeroom assignments. Secondary resource teachers' non-teaching periods shall not be a part of the teacher allocation.
- 3. Since every classroom teacher will plan differently for each group of students, principals will strive to assign secondary school teachers



in their major fields of certification and to require no more than three (3) separate preparations. A preparation is a process of making ready for the teaching task requiring time on a daily basis prior to meeting assigned classes, as for example, the formulation of teaching plans and the development of instructional materials.

- G. The number of student instructional days shall not exceed 185 days.
- H. The work year for all ten-month unit members (A-D) shall not exceed 191 duty days.
- I. The number of days at work for a twelve-month unit member shall be determined by subtracting Saturdays, Sundays, holidays, and annual leave days from the total days in the year.
- J. The unit member assigned classroom responsibilities shall have at least one day scheduled prior to arrival of students each fall during which time the unit member will be allowed to prepare his/her room and materials. No other meetings or duties shall be required of the unit member during the one-day period.
- K. At least twice a year, one-half day shall be utilized for in-service programs to be planned as areawide workshops.

## **ARTICLE 7 CLASS SIZE**

- A. 1. In an effort to relieve excessively large classes, the Board will make a conscientious effort to guarantee that no self-contained elementary class will exceed 35. If any class does exceed this number, every effort will be made to provide an aide for that teacher. In the event the parties have a dispute over compliance with this article, the parties agree to meet in an attempt to resolve this dispute.
- 2. The Board will continue to work to implement the staffing guidelines established by State Board of Education Bylaw 13.03.01.03. "The classroom teacher is the key member of the professional staff, and the degree of teacher time which is available to students for instructional purposes is a major index of educational quality. In recognition of the fact that the appropriateness of a specific ratio of pupils to each classroom teacher may vary in relation to such factors as subject requirements, pupil characteristics, and school size, no prescriptive and detailed ratio is set forth herein. In staffing schools with classroom teachers, however, school administrators should regard ratios ranging from one classroom teacher for each 28 pupils to one for each 25 pupils as the arrangement which will be approximated following assignment of all professional personnel in the local school system. Each elementary school should be staffed with or have available resource personnel in order to provide a comprehensive program of instruction in all areas of the curriculum."

3. In making staffing pattern decisions, the area associate superintendent and the principal shall give careful consideration to the views of the faculty.
- B. Staff allocations shall not include special staff allocations that are provided as the result of federally or locally funded programs for disadvantaged students.
- C. Staff allocations for elementary and secondary counselors, elementary and secondary librarians, teacher specialists, reading teachers, and speech teachers will be made as additions to the regular classroom teacher allocations.

## ARTICLE 8

### EDUCATIONAL SPECIALISTS

- A. The Board agrees that the following numbers of specialists are indicative of the goals which it would like to attain where possible and practical in terms of the budget authorized by the County Council.

1. Elementary Schools

Reading Specialists	Not less than one for every two schools
Music Teachers — Instrumental	Not less than one for every five schools
Art Teachers	Not less than one for every 540 students
Guidance Counselors and Social Workers	This program to be expanded as budget permits with a continual evaluation to be carried out.
Music Teachers — Vocal	Not less than one for every 540 students
Physical Education Teachers	Not less than one for every 450 students
Librarians	Not less than one per school

2. Secondary Schools

Guidance Counselors	Not less than one for every 300 students
Librarians	Not less than one for every 500 students

3. Pupil Services Personnel  
(including pupil  
personnel workers,  
school psychologists,  
social workers, com-  
munity coordinators)

Not less than one for every 2,000 students

4. Speech and/or  
Hearing Therapists

Not less than one for every 2,000 students

- B. Elementary art, vocal music, and physical education teachers shall be assigned to no more than two schools if possible and in no case more than three schools.
- C. In the event a specialist in elementary art, music, and physical education is absent for two or more weeks, a fully qualified substitute may be hired.

## **ARTICLE 9 NONTEACHING DUTIES**

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

- A. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor, and will be compensated at the rate of eighteen and one-half (18½) cents per mile for all driving done in their own automobiles. A school-based administrator will also receive eighteen and one-half (18½) cents per mile as reimbursement for travel on official business when the use of his/her own automobile is required for a function away from the base school. Only travel that is in excess of the distance from the administrator's home to and from the base school will be subject to reimbursement.
- B. Although teachers may be required to collect and transmit money to be used for educational and insurance purposes, they will not be held responsible for the loss of money collected if such loss is not due to the negligence of the teacher.
- C. Teachers will not be required to perform custodial functions.
- D. Teacher aides shall be assigned directly to departments, teams, grade levels, or instructional programs. The decision as to their assignment shall be determined by the principal after consultation with his/her faculty.
- E. The Board agrees to compensate the home economics teachers for all mileage required of them to obtain needed supplies at the rate of eighteen and one-half (18½) cents per mile.

## **ARTICLE 10 UNIT MEMBER ASSIGNMENT**

- A. 1. All unit members on duty as of June 1 of any calendar year will be given written notice by the appropriate officials of their salary schedule and school assignment for the forthcoming school year between June 1 and the end of the school year. Principals will notify all school-based unit members in writing of their projected class and

subject assignment and other duties by the end of this school year. All unit members reporting on and after June 1 of any calendar year will be assigned and notified for the ensuing school year as soon as is feasible.

2. In the event that changes in such schedules, class, subject assignments, and/or duties are necessary after the end of the school year, all unit members affected will be notified promptly in writing. All unit members must leave summer addresses and telephone numbers with the appropriate official. Upon the request of the unit member affected, the changes will be promptly reviewed by the area associate superintendent, the unit member, and, at his/her option, a representative of the Association. If the unit member is not satisfied that such changes are necessary and if he/she wishes to resign, his/her resignation will be accepted without prejudice.
- B. Principals will strive to assign teachers in the areas of their teaching certificates and/or their major or minor fields of study and/or their experience.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be made by the principal who will invite teachers to express their preferences and will give careful consideration to their preferences. To the extent that it is possible, however, changes in grade assignments in the elementary and in subject assignment in the secondary schools will be voluntary.
- D. Teachers who are assigned to more than one school in any one school day will receive eighteen and one-half (18½) cents per mile for all assigned interschool driving.
- E. Whenever practicable, in placing newly hired classroom teachers in a school assignment, the principal and the appropriate resource teacher or department chairperson shall have an opportunity to interview the new teacher.

## **ARTICLE 11**

### **VOLUNTARY TRANSFERS**

The voluntary transfer of unit members shall be effected by appropriate members of the administrative staff using the following procedures:

- A. Requests for transfers by all unit members shall be made to the associate superintendent for supportive services through the principal and area associate superintendent or department director to whom the individual is directly responsible. Requests may also be made directly to the Department of Personnel Services. All requests shall be received and recorded in the Department of Personnel Services .
- B. Transfer requests shall be submitted through the principal and area associate superintendent or department head or the director of the Department of Personnel Services not later than the first Monday in

March. Transfer requests received after this date shall be reviewed and, if a request warrants further consideration within the needs of the school program, it will be processed. The proper forms for unit members seeking transfers shall be available at the Department of Personnel Services if not available at the school buildings.

- C. Transfers will not usually be approved for:
  - 1. Personnel who are to be evaluated for tenure.
  - 2. Personnel who are requesting transfer out of their field of preparation and certification.
  - 3. Personnel who are listed on midyear report.
- D. If a voluntary transfer approved for the good of the school system causes a unit member to move from the field in which he/she holds a standard or advanced certificate to a field in which he/she will be issued a provisional certificate, the unit member will sign a statement of understanding that will verify that the unit member is aware of the following:
  - 1. The salary and salary advancement restrictions.
  - 2. The additional course work that will be required for preparation in the new field.
  - 3. That a reasonable period of time, but in no case more than three (3) years, will be established by the Board of Education to enable the unit member to meet the new requirements. A unit member who does not meet these requirements will have his/her certificate rated as Class II.
  - 4. That he/she will be evaluated annually until such time as he/she meets full certification requirements in the new field.
  - 5. That all other factors, such as change in tenure status and annual leave days, will be included.

This statement will be signed by the unit member, the principal, and the director of the Division of Salary Administration, Certification, and Records. One copy of the statement will be forwarded to the unit member and the original retained in the official personnel files.

- E. Transfer requests shall be forwarded to the appropriate area associate superintendent or department director.
- F. The releasing and receiving area associate superintendents or department directors shall review each request and consider the needs and the best interests of the students, the school program, and the personnel involved. Transfers shall be effected by the director of the Department of Personnel Services when the request has been approved by both the releasing and receiving area associate superintendents or department directors. If more than one unit member has applied for the same position and both are acceptable to the principal, seniority in the MCPS will be considered a factor. However, the balanced staffing policy

of the school system will take precedence over the consideration of seniority since each faculty unit should be appropriately balanced in terms of sex, race, ethnic background, age, and experience.

- G. The Department of Personnel Services shall notify the unit member in writing and those concerned with the transfer when it is effected. This department shall notify each applicant as to the status of his/her transfer request not later than June 1.
- H. If a unit member's request for a voluntary transfer is denied, he/she will, upon request, receive a written explanation of the reasons from the Superintendent or designee.
- I. Transfers shall become effective July 1, but may be made at other times if the situation warrants.
- J. Transfers of unit members (F-K) shall be considered by the members of the Superintendent's appointments committee after consultation with the unit members affected.
- K. The Department of Personnel Services will publish on a weekly basis from March 1 through July 15 all known vacant teaching positions and distribute copies, which shall be posted, to each area office.

## **ARTICLE 12**

### **INVOLUNTARY TRANSFERS**

- A. When a unit member is involuntarily transferred, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
- B. Notice of an involuntary transfer will be given to the unit member as soon as possible.
- C. When an involuntary transfer is necessary, a unit member's length of service in MCPS, area of competence, and major or minor field of study, will be considered significant factors.
- D. An involuntary transfer will be made only after a meeting between the unit member and the area associate superintendent, at which time the unit member will be notified of the reason for the transfer. A unit member may grieve an involuntary transfer that is alleged to be based on arbitrary or capricious reasons.
- E. Unit members being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer decision is made. Unit members will be able to indicate their preference of assignment.
- F. When it becomes necessary for a unit member to transfer because of changes in enrollment or program, the Department of Personnel Services will give the transfer of the unit member priority in filling known vacancies.
- G. Normally, no unit member shall be subject to an involuntary transfer more than two (2) times within any five-year period of time.

## **ARTICLE 13**

### **PROFESSIONAL SALARY SCHEDULE F-K**

- A. Promotional positions are defined as those positions on the Professional Salary Schedule F-K. These positions are called administrative and supervisory positions.
- B. All vacancies in administrative and supervisory positions will be published in the *MCPS Bulletin* immediately following the decision to fill such positions. Individual vacancies in those categories containing a large group of persons will be advertised as a classification and not on an individual school basis so that a person may be given adequate consideration for any one of the vacancies that may exist in any given category.
  - 1. During the school year, the *MCPS Bulletin* will carry the vacancy list for promotional positions. Persons who desire to apply for such vacancies will submit their application, in writing, to the Superintendent within the time limit expressed in the *MCPS Bulletin* in which the vacancy was published. The receipt of all applications will be acknowledged promptly by the Department of Personnel Services.
  - 2. Unit members may apply for promotional positions on the Professional Salary Schedule F-K which may become vacant during the summer months. Positions will be advertised in a summer employment bulletin. Applicants will inform the Department of Personnel Services of their summer addresses.
- C. In the notice of vacancies in the *MCPS Bulletin*, qualifications, duties, and rates of compensation will be clearly stated. Where qualifications and duties may vary from the accepted qualifications for a position, the variations will be specified.
- D. Upon written request, the Superintendent or his designee will explain in writing to an applicant the reason he/she was not appointed.
- E. All appointments made to positions on the F-K salary schedule will be listed in the *MCPS Bulletin* or the *School Board Flashes*.
- F. In filling vacancies, consideration will be given to the presently employed unit members. Their length of service in the Montgomery County school system, areas of competence, major and/or minor fields of study, quality of performance, and attendance record will be considered in filling vacancies.
- G. When a unit member's position is reclassified by the Board of Education to a lower paying classification, the unit member shall continue to receive his/her daily rate of pay until such time as the salary is less than he/she would earn in his/her new salary classification.

## **ARTICLE 14**

### **EVENING SCHOOL AND FEDERAL PROGRAMS**

- A. 1. All openings for evening school positions and for teacher positions under federal and other special programs will be publicized regularly in the *MCPS Bulletin*. Every effort will be made to maintain an up-to-date list of such vacancies.
- 2. Positions in these programs will be filled first by regularly appointed teachers in the Montgomery County Public Schools, and the qualified tenure teachers will be hired for such positions before teachers who are not on tenure.
- B. At least one-half hour for preparation time shall be allowed for each three-hour session taught.

## **ARTICLE 15**

### **EXTENDED YEAR EMPLOYMENT**

- A. To meet school system program needs, consideration will be given to those unit members who apply and are found by the Board to qualify for those jobs that are available in the extended year program. A factor in the qualifications to be considered will be prior summer employment with MCPS.
- B. The Board agrees to budget 41,500 days for extended year employment. Within the 41,500 days budgeted, the Board agrees to guarantee a minimum number of days of work in the extended year employment program to unit members in the following positions:

Media Specialists	10 days
Resource Teachers (Middle, Junior, and Senior)	20 days
Secondary Counselors	21.5 days
Teacher Specialists	30 days
Athletic Directors	8 days
- C. Unit members will be notified concerning the status of their application for extended year employment as early as possible with a view toward facilitating personal plans of unit members.
- D. Planning time shall be provided during the unit member's duty day.
- E. All required materials of instruction and equipment shall be available at the summer school assignment.
- F. All Summer In-Service and Curriculum Development Centers shall have clean and appropriately equipped work areas, facilities, and rest rooms.
- G. Ten-month unit members employed during the summer shall be eligible to use all and any accrued sick leave on any duty day when illness or disability prevents their reporting to their assignment.
- H. The daily rate of pay for ten-month unit members shall be computed by dividing the unit member's annual salary by 191 duty days.



## **ARTICLE 16**

### **UNIT MEMBER EVALUATION**

- A. 1. All observation of the work of a unit member will be conducted openly and with the observer visible to the unit member.
- 2. Upon request, unit members will be given a copy of any class visit or evaluation report prepared by their administrator or supervisor at least one (1) day before a conference is held to discuss it. No such report will be submitted to the central office, placed in the unit member's file, or otherwise acted upon before the conference with the unit member. Unit members will be required to sign the evaluation memorandum as evidence that they have seen it. They will not be required to sign a blank or incomplete evaluation form. Unit member's signature does not signify acceptance of the rating.
- B. 1. Unit members will have the right, upon written request on the appropriate form, to review the nonconfidential contents of their personnel file. If a unit member wishes to be accompanied by another person or a representative of the Association during such a review, that request must be entered on the request-to-review form. Confidential records such as application references and promotional references will not be made available to a unit member.
- 2. Nonconfidential material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file only if the unit member has had an opportunity to review the material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to be filed, with the express understanding that such initialing in no way indicates agreement with the contents. The unit member shall be permitted to attach his/her comments related to the derogatory material.
- C. Complaints regarding a unit member made to any member of the administration by any person that are used in the evaluation of the unit member will be called to his/her attention. If the complaint is in writing, the unit member will be required to initial the material indicating that he/she has read it. He/she will be permitted to attach his/her comments related to the complaint. Reprisals taken by the unit member against any student, or any class, or any person will be cause for immediate investigation that may result in dismissal proceedings being activated.
- D. The principal or immediate supervisor of a unit member will discuss the unit member's work performance with that person prior to a formal evaluation of that performance.
- E. Final evaluation of a unit member upon termination or retirement will be concluded prior to severance and no document or other material will be placed in the personnel file of such unit member after severance except in accordance with the procedures set forth in this article.

- F. Unit members will be suspended with pay when under investigation by the administration. A unit member will be entitled to have an Association representative present when the unit member is to be disciplined.
- G. Evaluation of unit members during their probationary period of employment is of high importance to the teacher and the school system. Cooperative efforts will be made to work for his/her success but if, after one or two years, success does not seem possible, he/she will not be continued in employment. Upon receiving notice of nonrenewal of a provisional or regular contract, probationary unit members may, within ten (10) days of that notice, request a hearing by the Superintendent. The unit member, upon request, will be given adequate notice of the hearing date. Reasons for the proposed action will be given to the unit member upon request. The unit member will be entitled to be represented by the Association and/or counsel of his/her choice and will be granted an opportunity to defend himself/herself, presenting arguments and/or evidence. The decision of the Superintendent shall be in writing, stating the reasons for the determination.
- H. Recognizing that each professional staff member must constantly seek ways to improve his/her effectiveness, a program of mutual and reciprocal annual evaluation by subordinates will be implemented for all unit members. This program will include evaluation of principals, classroom teachers, counselors, librarians, pupil services personnel and other unit members working with students, by students; and assistant principals and principals by teachers. All evaluative material will be confidential and for the sole use of the unit member being evaluated. Unit members are encouraged to share the results of the data and their plans for improvement with those individuals who have participated with them in the reciprocal evaluation process.
- I. The current unit member evaluation instrument as revised shall not be changed without prior notice and consultation with MCEA.

## **ARTICLE 17 FACILITIES**

As the budget permits, each school will have the following facilities. Where such facilities are not immediately practical and possible, effort will be made to progress toward these objectives as quickly as possible.

- A. Space in each classroom in which unit members may store instructional materials and supplies.
- B. A work area for unit members containing available equipment and supplies, including a typewriter, to aid in the preparation of instructional materials.
- C. An appropriately furnished room for the use of MCPS employees as a lounge. Employees will be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge and to share in its maintenance.

- D. A serviceable desk and chair for each unit member and, if requested, a filing cabinet that locks except where locked space is available.
- E. A communication system for the main building office to communicate with unit members.
- F. Well-lighted, appropriately equipped, and clean rest rooms for staff use.
- G. An adequate portion of the parking lot at each school for employee parking, if available.
- H. In order to permit freedom of access both during and after regular school hours, all unit members of that building will, as needed for their work, be provided access to the lounge, teachers' workrooms, and through interior hallway gates. Upon request, subject to approval by the principal, teachers may be provided temporary access to an outside door in their area of the building during nonschool hours.
- I. When space in the building is available, a separate dining area for the use of staff will be provided.
- J. When a speech and hearing room is provided, every reasonable effort will be made to make it available for the exclusive use of the speech and hearing therapists during their assigned times in a school.
- K. When a school building or rooms are used during the evening for any instructional or meeting activity, the facilities shall be properly cleaned and maintained before the opening of the building for the regular school session. Any violations of this section shall be processed through the administrative complaint procedure.
- L. All future classrooms shall be air-conditioned and all existing nonair-conditioned classrooms shall be air-conditioned as soon as funds permit.
- M. Each school will provide a place for unit members to make official confidential telephone calls in private.

## **ARTICLE 18**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. There will be no reprisals of any kind taken against any unit member because of the unit member's membership or nonmembership in the Association or participation in any of its legal activities.
- B. 1. Association officers and/or representatives will be permitted to draw on a bank of 300 full paydays for the first year of this Agreement, and 350 full paydays for the second year of this Agreement, for use in external or internal Association business. No less than one-half day may be used at any one time and no unit member may be absent for this purpose more than ten (10) days per year. Such leave will be granted in accordance with the current procedures established by the Superintendent.

2. If negotiation meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will have their leave charged to the Association's leave bank to permit their participation.
- C. 1. The President of the Association will be granted leave during the term of this contract.
  2. The President of the Association will, on a fully reimbursable basis at no cost to MCPS, be paid by the Board and covered under the appropriate retirement plan and the employee benefit package plan. The employee and employer costs for both retirement and the employee benefit package will be paid by the Association.
  3. The President of the Association will have the right to receive step increases as provided by the policies and procedures of the Board of Education, which will be the same as if the President had remained in the position from which leave was granted. Upon return to MCPS employment, the President will be granted credit on the salary schedule for the term of this Agreement. Sick leave may not be used or earned while on leave.
- D. The Association will be mailed a copy of the official Board agenda prior to each meeting and a copy of the Board minutes after their approval by the Board.
- E. 1. The Association will have the right to use school buildings for any legal purpose without cost for meetings with the faculties of such buildings. In addition, it will be privileged to schedule in school buildings, without cost when building services staff is normally on duty, meetings of more than one school faculty or their representatives one or more times per month. Any damage in excess of normal wear will be paid for by the Association within thirty (30) days. Nonpayment will result in abrogation of this section of Article 18.
  2. There will be one (1) bulletin board of appropriate size reserved for the Association in each school building for displaying notices, circulars, and other material. Copies of all materials to be posted will be given to the building principal, but no approval will be required prior to this posting. Use of the bulletin board to display material detrimental to the goals and activities of MCPS is expressly prohibited.
  3. Use of the interschool mail facility is authorized to distribute official Association material. Printed materials or literature indicating MCEA's position concerning any candidate for public office may not be distributed through the interschool facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Use

of the interschool mail facility will be in accordance with procedures established by the Superintendent. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.

- 4. The Association will be provided with the names and addresses of all new unit members as they are contracted.
- F. The privileges granted in this article will continue unless the Association strikes.
- G. The Association will be provided with an hour during the orientation program for newly employed teachers to use for Agreement orientation.
- H. The Association will be provided with fifty (50) copies of the annual directory without cost to the Association, and fifty (50) copies of each issue of the *Educator* will be provided without cost to the Department of Association Relations.
- I. The Board agrees to include the Association's headquarters as a regular interschool mail stop provided that MCEA complies with MCPS regulations on this subject.
- J. The rights and/or privileges granted to the Association in B.1., C., E.3, G., I., and Article 28 of this Agreement will not be granted to any other unit member group or employee organization as defined in Section 6-401(b) of the Public School Laws of Maryland, during the term of this Agreement.

## ARTICLE 19 LEAVES

The following leave regulations, compliant with the Public School Laws of Maryland and the Bylaws of the State Board of Education, apply to all unit members.

Terms used in the following sections are defined as follows:

**Appropriate official** — department head, principal, or immediate supervisor, depending on the unit member's position.

**Duty days** — those days on which the unit member is required to report for duty as determined by the school calendar adopted annually by the Board of Education of Montgomery County.

**Immediate family** — child, parent, brother, sister, husband, wife, or anyone who lives regularly in the unit member's household.

**Planned program for professional leave** — a program planned and approved by the university and the Superintendent that leads to standard certification and/or to an advanced degree; or a planned program of writing, study, or travel approved by the Superintendent.

**School year** — the same as the fiscal year (July 1-June 30) of the Board of Education of Montgomery County.

The terms creditable service, years of service, years of successful experience, length of service, and consecutive years of successful experience, as they appear in this article, mean continuous employment in the Montgomery County Public Schools.

#### **A. Sick Leave**

Sick leave is a designated amount of compensated leave that is to be granted to a unit member who through personal illness, injury, or quarantine is unable to perform the duties of his/her position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days. Sick leave may not be granted for the period of disability when monies are paid to the unit member under the Workmen's Compensation Law.

1. **Eligibility** — The provisions of sick leave apply to all unit members.
2. **Method of Computing Sick Leave** — Each full-time unit member shall accrue sick leave at the rate of one day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked.
3. **Accumulation of Sick Leave** — Unused sick leave is accumulated on an unlimited basis. Unused personal leave shall be added annually to the unused sick leave account.
4. **Advance of Sick Leave** — At the beginning of each school year, a unit member is advanced sick leave that will be earned during the school year. Sick leave in excess of the amount to be earned may be advanced by the Superintendent. Unit members are liable for all advanced sick leave.
5. **Extension of Sick Leave** — Upon written request of the unit member, sick leave for periods beyond the amount accrued and advanced and beyond the available annual leave may be extended at three-fourths the current salary rate by the Board of Education upon recommendation of the Superintendent. Unit members are not liable for extended sick leave.
6. **Indebtedness of Advanced Sick Leave at Termination of Service** — A unit member, who, on termination of service with the Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by his/her earned salary.
7. **Disposition of Accumulated Sick Leave at Termination of Service** — At the time of his/her termination after five years of service with the Montgomery County Public Schools, any unit member who has performed his/her duties satisfactorily shall receive termination pay at his/her current salary rate for one-fourth of this accumulated sick leave.

## **8. Procedure to be Followed in Obtaining and Using Sick Leave**

- a) A unit member shall notify the appropriate official as early as possible if he/she is unable to report for duty and at that time state the reason for absence.
- b) A unit member on sick leave shall notify the appropriate official as to the progress of his/her illness and the exact date of his/her availability for duty, as soon as it is determined, with at least one day's notice.
- c) A certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, or quarantine may be required by the director of personnel services if the unit member uses up to and including four consecutive duty days. It is mandatory if the unit member uses sick leave for five or more consecutive duty days.

## **9. MCEA Sick Leave Bank**

- a) All unit members on active duty with MCPS in Montgomery County are eligible to contribute to the bank. Only contributors will be permitted to use the bank for payment for personal illness during regularly scheduled duty days.
- b) The contribution on the appropriate form will be authorized by the unit member and continued from year to year until canceled in writing by the unit member. Sick leave properly authorized for contribution to the bank will not be returned if the unit member effects cancellation. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to use the bank as of the effective cancellation date.
- c) Contributions can be made between July 1 and October 1. Unit members returning from extended leave and new employees may contribute within the first thirty calendar days after reassignment or employment. Unit members returning from extended sick leave or disability leave will be permitted to contribute to the bank on approval of the committee.
- d) Annual rates of contribution shall be one and one-half days for ten-month unit members and two days for twelve-month unit members if date of enrollment is between July 1 and January 14, thereafter the rate of contribution shall be one-half day for ten-month unit members and one day for twelve-month unit members.
- e) The bank can be used on the first scheduled duty day after the unit member has contributed. The maximum number of duty days that can be granted in any one fiscal year will be the remaining number of duty days a unit member is scheduled to work. In no case will the granting of leave from the bank cause a unit member to receive more than his/her annual salary.

- f) Unit members must use all accumulated sick leave before applying for leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- g) The three-member approval committee, consisting of two appointees by MCEA and one appointee by MCPS, shall have the responsibility of reviewing contributor requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its recommendation to the unit member and the department of personnel. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval by the Superintendent and MCEA.
- h) The department of personnel will receive and review the recommended grants from the bank. If the grants from the bank are consistent with MCPS leave policies, the department of personnel will approve these bank grants to be paid by MCPS salary and forward same to the Division of Payroll. In all cases where the decisions of the department of personnel do not concur with the approval committee, the department of personnel shall explain in full the reasons for such a difference of opinion.
- i) Bank grants will not automatically be carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the department of personnel each school year.
- j) If a unit member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
- k) A unit member utilizing the sick leave bank shall be reassigned to his/her original position if the total number of days on leave, including bank grants, do not exceed 40 duty days.
- l) These guidelines are to be reviewed annually by representatives of MCEA and MCPS for necessary revisions.
- m) Information regarding the administration of the bank can be requested from MCPS by MCEA.

#### **B. Leave Without Pay, Personal Illness, or Family Illness**

On the Superintendent's recommendation, the Board of Education may grant a leave of absence without pay to a unit member when that unit member or a member of his/her immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one year. Applications for leave must be submitted in writing to the appropriate official and forwarded with his/her recommendation.

1. **Eligibility** — All unit members are eligible to apply.



2. **Benefits** — Unit members may contribute to the retirement system while on leave according to the provisions of the MCPS Retirement System.

3. **Tenure Status**

- a) A unit member who is on tenure at the time he/she is granted leave because of personal illness or illness in his/her immediate family shall remain on tenure.
- b) A unit member who has completed two consecutive years of successful experience with the Montgomery County Public Schools on a Regular Contract and has been recommended for tenure at the time leave is granted shall go on tenure at the time he/she returns from leave and is reassigned.
- c) A unit member who has a Regular Contract but is not on tenure, by entering into a written contractual agreement before being granted leave, shall waive his/her rights to have this period of leave considered as probationary toward tenure. On returning from leave, the unit member shall retain the same probationary status as that held at the time this leave was granted.

4. **Return from Leave** — If the leave granted is for personal illness, the unit member will be reinstated at the conclusion of the leave providing a health certificate from the attending physician is submitted attesting to the unit member's physical fitness to perform his/her duties. Reassignment will be made when there is a vacancy for which the unit member is qualified.

- C. **Leave for Illness in the Immediate Family**

Leave may be granted for illness in the immediate family and shall be charged against accumulated sick leave. The total number of days allowed per year shall not exceed the total number of days of sick leave to be earned during that year.

- D. **Disability Leave**

A unit member injured in the line of duty who is physically unable to report for duty shall be placed on disability leave at full salary by the Superintendent. The unit member, or his//her representative, must file an accident report with the Department of Personnel Services within 48 hours of the injury. The unit member shall also file a doctor's report stating he/she is unable to carry out the duties of his/her assignment. All monies payable to the unit member through the Workmen's Compensation Law of the State of Maryland, or resulting from a legal liability of a person other than the unit member, shall, under the right of subrogation, be transmitted to the Board by the unit member. It is the responsibility of the disabled unit member to check with his/her physician and to inform his/her principal or other appropriate official monthly of the approximate date he/she can return to his/her regular assignment. The Superintendent will then determine whether the unit member is able to be given an alternate work assignment. An alternate work assignment terminates the disability leave.

## **E. Annual Leave**

Annual leave is paid leave that is granted to each twelve-month unit member.

1. **Eligibility for Annual Leave** — The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of twelve-months' duration. Unit members under contract for ten months and employed for one or two additional months of duty shall not be eligible for annual leave.
2. **Method of Computing Annual Leave** — All twelve-month personnel shall earn annual leave as follows:
  - 0-3 years of creditable service — 15 days
  - 4-15 years of creditable service — 20 days
  - 16+ years of creditable service — 26 days
3. **Accumulation of Annual Leave**
  - a) For any one year, a twelve-month unit member may carry forward up to, but not exceeding, ten days of annual leave earned from the previous year.
  - b) The maximum number of days of annual leave available at any one time will be the balance brought forward up to a maximum of twenty (20) days, plus the amount to be earned for the current school year.
  - c) Each year, annual leave that is not used or forwarded shall be automatically transferred to a unit member's accumulated sick leave.
4. **Disposition of Accumulated Annual Leave at Termination of Service** — All annual leave should be used before the effective date of employment termination, or a lump sum settlement shall be made at the current salary rate, but not to exceed a maximum of thirty (30) days.
5. **Indebtedness for Advanced Annual Leave at Termination of Service** — Any indebtedness for advanced annual leave by a unit member upon termination of service shall be resolved as follows:
  - a) The amount due shall be deducted from the unit member's earned salary.
  - b) Terminating unit members who are not due to receive earned salary shall be billed for the amount of indebtedness.
6. **Use of Annual Leave In Conjunction With Maternity Leave and Adoption Leave**

See Sections H. and I.

## **F. Holiday Leave**

Holiday leave is granted to all unit members on official holidays, which shall be designated each year in the school calendar. A unit member on authorized paid leave for a period including an official holiday shall be considered on holiday leave for that day.

## **G. Professional Leave**

Professional leave may be granted to a unit member by the Board of Education upon recommendation of the Superintendent for such purposes as outlined below:

1. **Leave for Academic Study** — Upon written application, leave for academic study for a period not to exceed one full school year may be granted by the Board of Education upon recommendation of the Superintendent. An outline of a planned program must be submitted with the application for leave. In addition, the unit member shall furnish such reports of progress and/or completion of the approved program as are requested by the Superintendent.
  - a) **Standard** — The number of unit members to be granted academic leave in any fiscal year will not exceed one percent of the total number of professional employees.
  - b) **Eligibility** — Unit members become eligible to apply for academic leave after they have served in the Montgomery County Public Schools at least seven full consecutive years uninterrupted by any other leave of a semester duration or more.
  - c) **Salary Allowance** — Unit members granted academic leave shall receive one-half their regular salary during the specified period of leave if they agree to return to MCPS for a two-year period immediately following the period of leave and 60 percent of salary if they agree to return to MCPS for a period of three years immediately following the period of leave. This salary shall be paid at the beginning of each semester.
  - d) **Benefits**
    - (1) A unit member on academic leave shall for all purposes be viewed as a full-time employee. The unit member's rights and privileges, length of service, and the right to receive salary increments as provided by the policies of the Board of Education will be the same as if the unit member had remained in the position from which he/she took leave. Annual and sick leave may not be used or earned while on academic leave.
    - (2) During the period of academic leave, the unit member's contributions to the MCPS Retirement System shall be made jointly by the individual and the Board of Education. The unit member shall pay an amount proportionate to the amount of salary received and the Board of Education shall pay the balance for contribution at the full salary.
    - (3) Unit members shall retain membership in the Employee Benefit Plan, for which deductions shall be made for the period of leave, and the Board shall continue to make its contributions thereto.

- e) **Contractual Agreement** — A unit member accepting academic leave shall enter into a separate, written contract whereby he/she agrees to return to service in the Montgomery County Public Schools for a two-year or three-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.
- f) **Change of Status Due to Inability to Complete Program** — If the unit member cannot complete the planned program for which academic leave was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements satisfactory to the Board of Education for payment of any monies paid to him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.
- g) **Tenure on Return From Leave**
  - (1) A unit member who is on tenure at the time academic leave is granted shall continue to be on tenure.
  - (2) A unit member who has completed two consecutive years of successful experience with the Board of Education on a Regular Contract and has been recommended for tenure at the time academic leave is granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.
  - (3) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a separate, written contractual agreement. After his/her return, he/she shall complete the time required to establish tenure.
- 2. **Leave for Professional Improvement (Extended Periods Such as Semester or School Year)** — Upon recommendation of the Superintendent, leave of absence, without pay, for study or other professional improvement may be granted to eligible unit members by the Board of Education for a period not to exceed one year. The unit member must submit an outline of a planned program with his/her application for such leave.
  - a) **After Three Years of Satisfactory Service**
    - (1) **Eligibility** — Unit members shall be eligible for a leave of absence for professional improvement after three years of satisfactory service with MCPS uninterrupted by leave to study.

**(2) Benefits**

- (a) During the unit member's period of leave, his/her contributions to the Employee Benefit Plan shall be paid by the Board of Education.
- (b) During the unit member's period of leave, his/her contributions to the MCPS Retirement System shall be paid by the Board of Education.
- (c) Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

- (3) Contractual Agreement** — A unit member granted leave for improvement shall enter into a written contract by which he/she agrees to return to service in the Montgomery County Public Schools for at least a one-year period immediately following the termination of the leave. If the unit member fails to return and remain in service for at least one year, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.

- (4) Change of Status Due to Inability to Complete Program** — If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to him/her or on his/her behalf for which he/she is liable as a result of the change in leave status will be refunded to the Board of Education.

**(5) Tenure Status on Return From Leave**

- (a) A unit member who is on tenure at the time leave for improvement is granted shall continue to be on tenure at the time he/she resumes service.
- (b) A unit member who has completed two consecutive years of successful experience with the Board of Education, and has been recommended for tenure at the time leave for improvement is granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.
- (c) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a separate, written contractual agreement. After his/her return, he/she shall complete the time required to establish tenure.

**b) After One Year of Satisfactory Service**

- (1) **Eligibility** — Unit members shall be eligible for a leave of absence for professional improvement after one year of satisfactory service in the MCPS.
- (2) **Benefits** — Credit on the salary schedule for one year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.
- (3) **Change of Status Due to Inability to Complete Program** — If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated.
- (4) **Tenure Status on Return From Leave**
  - (a) A unit member who is on tenure at the time leave for improvement is granted shall continue to be on tenure.
  - (b) A unit member who has completed two consecutive years of successful experience with the Board of Education on a Regular Contract, and has been recommended for tenure at the time leave for improvement has been granted, shall go on tenure at the time he/she resumes service with the Montgomery County Public Schools.
  - (c) A unit member who has a Regular Contract but is not on tenure shall waive his/her rights to consider this year of leave as a probationary year toward tenure by entering into a written contractual agreement.

**3. Leave for Summer School**

- a) A unit member must give evidence in writing that leave is required for summer school attendance prior to the closing of school or at the beginning of the fall semester. Request for leave for summer school shall be made in advance, recommended by the appropriate official and approved by the Superintendent.

Leave with pay may be granted as follows:

Leave without loss of pay may be granted to attend summer school prior to the closing of school or at the beginning of the fall semester. Such leave may be granted if the needs of the individual unit member clearly indicate that attendance at the specific summer school session requested is the most appropriate way to improve the unit member and the school system, and that no hardship to pupils or the school system will result if such leave is approved.

- b) A unit member who is granted leave must submit grade slips and/or transcripts to the appropriate official at the conclusion of the summer school. The principal will forward them to the Department of Personnel Services.

#### **4. Leave to Attend Professional Meetings**

Upon written application in advance, and with the recommendation of the appropriate official, the Superintendent may grant a unit member leave to attend professional meetings (e.g., conventions, conferences, or committees) as participant or observer without loss of salary.

#### **5. Leave for Exchange or Overseas Teaching**

Upon written application in advance with the recommendation of the Superintendent, the Board of Education may grant a leave of absence not to exceed one year for exchange teaching or for teaching in an overseas area. To be eligible, a unit member shall be on tenure and hold a standard or advanced professional certificate valid for the period of leave at the time leave is granted. Credit on the appropriate salary schedule for one year of successful experience shall be granted upon verification of completion of one year of satisfactory exchange or overseas teaching.

#### **6. Leave for Teaching in a Teacher Training College or University**

Upon recommendation of the Superintendent, leave up to two full school years may be granted by the Board of Education to a unit member for the purpose of teaching in a teacher training college or university. Any remuneration to be paid by the Board of Education to the unit member will be determined by the Superintendent, in consultation with the unit member, prior to the time leave is granted. The total of the remuneration by the Board and the regular salary the unit member receives from the college or university shall not exceed the annual salary the unit member would have received had he/she remained in his/her present position in Montgomery County.

#### **Procedures**

- a) **Eligibility** — To be eligible, a unit member shall be on tenure and hold a standard or advanced professional certificate valid at the time leave is granted for the period of leave.
- b) **Benefits** — A unit member on leave for teaching shall be treated as a full-time employee. The unit member's length of service and the right to receive salary increments shall be the same as if he/she had remained in the position he/she held when leave was granted. Sick or annual leave can be neither used nor earned.
- c) **Contractual Agreement** — A unit member on leave for teaching in a teacher training college or university shall agree to return to service in the Montgomery County Public Schools for at least a two-year period immediately following the leave of absence or reimburse the Board of Education for all monies paid to him/her or on his/her behalf.

- d) **Change of Status During Period of Leave** — If the unit member on leave for teaching in a teacher training college or university cannot complete the program for which leave was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements to reimburse the Board any monies paid to him/her or on his/her behalf.
- e) **Tenure Status on Return From Leave** — A unit member who is on tenure at the time leave for teaching in a teacher training college or university is granted shall continue in the tenure status he/she held at the time leave was granted.

#### **H. Maternity Leave**

Any unit member who becomes pregnant shall resign or request leave of absence. The principal or department director will, after consultation with the unit member, recommend for the approval of the area associate superintendent or appropriate associate superintendent when the unit member should resign or go on leave.

Unit members will be allowed to use the annual and sick leave available in their accounts after approval by the principal or appropriate official.

##### **1. Unit Members Returning From Maternity Leave**

Upon receipt of written request for reassignment as described in Section 3.h. below, the unit member shall be reassigned when there is a vacancy for which she is qualified. The unit member's request will be considered in reassignment.

##### **2. Benefits**

Unit members may contribute to the MCPS Employee Benefit Plan while on leave, if applicable.

##### **3. Procedures — Unit Member's Responsibilities**

- a) As soon as the need for maternity leave has been determined, the unit member shall advise, in writing, her principal, department director, or appropriate administrator of her intent to request leave or to resign.
- b) After consultation with the unit member, the principal or appropriate official will recommend for the approval of the appropriate area associate superintendent/associate superintendent the date the unit member should resign or go on leave.
- c) Unit members will be allowed to use the annual and sick leave available in their accounts after approval by the principal or appropriate official. If it is determined that the unit member is unable to return to her assignment after the period of approved annual or sick leave, the unit member will be placed on maternity



leave without pay for a period not to exceed eighteen (18) months. (The eighteen (18) month period shall include the period of annual and sick leave used for maternity purposes.) Use MCPS Form 430-65 for long-term maternity leave without pay.

- d) When the leave is of short duration, no longer than 40 consecutive duty days, a substitute may be employed and the position held for the return of the unit member. Use MCPS Form 430-65 for short-term maternity leave.
- e) The unit member should submit with her request for maternity leave a statement from her physician verifying the pregnancy and indicating the anticipated date of birth and attesting to the unit member's physical fitness to continue performing her assignment.
- f) A pregnancy determined during June, July, or August should be reported immediately by the unit member to the principal or appropriate official so that an appropriate replacement can be found if necessary.
- g) Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the Employee Benefit Plan will be payable monthly to the Board of Education in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS, or the total of such contributions, plus interest, may be paid at the time of return from leave in accordance with MCPS procedures.
- h) In order to return from maternity leave, the unit member shall submit a request in writing to the director of personnel services at least one month before the date she desires to be reassigned. After the eighteenth month of leave, the employee will be automatically terminated. The employee will be notified prior to this action.
- i) The request to return from leave must be accompanied by a health certificate from her physician, attesting to the physical fitness of the unit member to perform her duties.

#### **I. Adoption Leave**

Any unit member who has determined that she (or he) shall become an adoptive parent may resign or request a leave of absence. Unit members will be allowed to use the annual leave available in their accounts after approval by the principal or appropriate official. If it is determined that the unit member is unable to return to his or her assignment after the period of approved annual leave, the unit member will be placed on adoption leave without pay for a period not to exceed eighteen (18) months. (The eighteen (18) month period shall include the period of

annual leave used for adoption purposes.) Use MCPS Form 430-9 for long-term adoption leave without pay. The request for leave must be accompanied by a copy of the official adoption papers.

#### **Procedures**

1. When the leave is of short duration, no longer than 40 consecutive duty days, a substitute may be employed and the position held for the return of the unit member. Use MCPS Form 430-1 for short-term adoption leave.
2. As soon as it has been determined that a unit member wishes to use adoption leave, the unit member should notify the principal or other appropriate official, in writing, of his or her intent. Request for adoption leave should be made on MCPS Form 430-9.
3. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the Employee Benefit Plan will be payable monthly to the Board of Education in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS, or the total of such contributions, plus interest, may be paid at the time of return from leave in accordance with MCPS procedures.
4. In order to return from adoption leave, the unit member shall submit a request in writing to the director of personnel services at least one month before the date the employee desires to be reassigned. After the eighteenth month of leave, the unit member will be automatically terminated. The unit member will be notified prior to this action.

#### **J. Military Leave (Section 6-205 of the Public School Laws of Maryland)**

##### **1. Military Leave of Absence**

- a) **Approval** — A unit member entering military service may, upon written application and with the approval of the Superintendent, be granted leave of absence without pay for one period of service and in accordance with the state regulations referred to above. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or who volunteer for service for one period of enlistment.
- b) **Return From Military Leave** — A unit member granted military leave of absence shall retain the right to be placed in the same or similar position upon return from leave, subject to the following:
  - (1) The employee has completed any required period of probation prior to entering the armed forces and his/her separation from the armed forces was under conditions other than a dishonorable discharge.

- (2) He/she makes application within ninety days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within ninety days after the termination of his/her first period of enlistment in case he/she has voluntarily entered, for reinstatement to the Board of Education.
- (3) He/she makes application for reinstatement within ninety days from the date of separation from such service or within ninety days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows his/her separation from the armed forces, and the period of hospitalization does not extend beyond a year from the date of such separation.

Any employee qualifying for reinstatement under this provision shall be entitled to start at the salary and rate of earnings for leave which he/she would have received if he/she had remained continuously in the Board of Education's service.

If he/she is not qualified to perform the duties of his/her prior position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board of Education, he/she shall be reemployed in such comparable position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her case.

- c) **Retirement** — The unit member, upon reinstatement, shall submit to the MCPS Retirement System an official verification of the length of military service.

2. **Military Leave for Training Purposes** (Article 65, Section 42, of the Annotated Code of Maryland)

- a) **Eligibility** — A unit member who is a member of the National Guard or of the U.S. Armed Forces Reserves, and who is required by the laws of the United States or of Maryland to report for a training period shall be eligible for a grant of military leave for training purposes not to exceed fifteen calendar days per school year.
- b) **Application Procedure** — Application for military leave for training purposes shall be made in advance, immediately upon receipt from the appropriate military authorities of official notice to report. A copy of the official orders must accompany the application for leave, which must be approved by the appropriate official and the Superintendent. When possible, military leave for unit members with less than twelve months of responsibility shall be arranged during nonduty periods. The Superintendent may request a change in military orders when it seems to be in the best interest of the school system.

- c) **Pay Status During Leave** — All unit members who are members of the organized militia or of the Army, Navy, Air Force, or Marine Corps Reserves shall be entitled to leave of absence without loss of pay on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of Maryland or of the United States, during such time as they are on inactive duty training, for not more than fifteen days annually; provided, however, if any members of the organized militia are ordered to active duty under authority of the governor, they shall be entitled to leave of absence without loss of pay for such time they actually serve under such active duty orders in addition to the fifteen-day period specified above.

**K. Salary and Leave Benefits for Conscientious Objectors**

1. There are two classes of conscientious objectors:
  - a) Class 1-O, who does not enter the military service but fulfills his/her selective service obligation by working for 24 months in an institution approved by the state in which he/she resides, and who is not entitled to veterans' benefits, and
  - b) Class 1-A-O, who enters the armed services but does not bear arms; is subjected to the same hazards as the regular serviceperson, and, upon discharge, is entitled to all veterans' benefits.
2. Unit members who are conscientious objectors and who are Class 1-O shall not be given credit on the salary schedule for this type of service at the time of employment.
3. A unit member who is Class 1-O, who is drafted and enters this type of program shall be given Leave for Unusual and Imperative Reasons, and upon release from his/her obligation shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time his/her leave began. Unit members who are conscientious objectors and who are Class 1-A-O shall be entitled to all provisions of the salary plan and military leave policies.

**L. Leave for Family Bereavement**

A unit member shall be allowed a maximum of four days of absence without loss of salary upon the death of a child, parent (natural, foster or in-law), brother, sister, husband, wife, or of anyone who has lived regularly in his/her household. A unit member shall be allowed a maximum of two duty days of absence without loss of salary upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent. In the event of unusual travel or personal problems in connection with the use of bereavement leave, additional leave days may be granted by the appropriate official.

#### **M. Political Leave**

Leaves of absence for political activity without salary, including candidacy for political office or holding public office, shall be arranged with the following rules:

1. Unit members engaging in political activity shall make it clear that their utterances and actions are theirs as individuals.
2. Leaves of absence shall be requested in writing.
3. Leaves of absence for campaigning and holding office may be arranged for a definite period. If the candidate is not elected, he/she shall be returned to his/her position immediately.
4. Leave may include voter-registration and election-day duties, or other political responsibilities.

#### **N. Civil Leave for Juror or Witness Service**

Upon approval of the Superintendent, a unit member who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, may be granted paid leave for that period of time he/she is unable to report to work. Application for leave must be made in advance and submitted with a copy of the subpoena. The unit member shall transmit any monies received from such assignment other than those used for personal expense (e.g., travel) to the Board of Education.

#### **O. Compensatory Leave**

Unit members shall not earn or be granted compensatory leave.

#### **P. Leave for Emergency Closing of Schools and/or Central Office**

When schools are closed because of inclement weather or other emergency reasons, all unit members on salary schedule A-D are automatically granted emergency leave. In school years when there are more emergency days lost than permitted by the school calendar, those excess days must be made up at times specified by the Superintendent. All administrative and supervisory personnel are expected to report for duty when schools are closed, or take annual leave, unless the Superintendent has announced that the central office is closed.

#### **Q. Leave for School Principals**

When principals are on leave at any time, a certificated staff member is to be designated, in writing, as acting principal. When feasible, the designation is to be made by the principal, and the principal must notify the appropriate official of the name of the staff member designated. In other instances, the designation will be made by the appropriate official.

#### **R. Leave for Unusual or Imperative Reasons**

Unit members may be granted leave by the Superintendent for unusual or imperative reasons at no loss of pay, at loss of full pay, or at loss of substitute pay, when no other leave is applicable. Approval must be secured before the absence occurs.

## **S. Personal Leave**

1. All unit members may be granted up to three (3) days per year for personal leave. A written request for the intended absence shall be submitted to the principal or appropriate official at least one day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, must be used only to conduct personal business of a nature that cannot be scheduled on any nonduty day. Personal leave will be granted only when the immediate supervisor determines that adequate provisions for continuing the school program can be made. In cases of emergency, the appropriate school official shall be notified prior to the start of the duty day to be taken off.
2. The rules regarding personal leave shall be as follows:
  - a) Requests for personal leave shall be made in writing.
  - b) Leave immediately before or after a holiday, vacation, or staff development day may be requested for reason from the school principal or appropriate official.
  - c) The personal leave shall not be cumulative. However, unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

## **T. General**

Except in those cases where the Superintendent has the right to grant the leave, the Superintendent shall have the right to recommend to the Board of Education that a leave of absence be granted with loss of substitute pay, without pay, or with pay, or to recommend that the leave be denied.

# **ARTICLE 20 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Board and the Association agree that it is to their mutual interest to encourage the professional development of all unit members. To that end, the parties agree to continue the Professional Development and Educational Improvement Committee composed of six members appointed by the Association and six members appointed by the Superintendent. At least two of the six members appointed by MCEA and two of the six members appointed by the Superintendent shall be new to the committee. MCPS shall provide professional leave to the MCEA members of the committee for the ten (10) scheduled meetings. Voting members of the committee will serve three-year terms. No member completing a full term will be eligible for reappointment within three years. The director of staff development or designee will be a permanent, nonvoting ex-officio member of the committee. The chairperson and the recorder for the committee will be elected by the committee from the voting members of the committee. The PDEI Committee shall have the following responsibilities:

1. To review the progress of MCPS staff development activities involving unit members and make recommendations as appropriate.
2. To study preservice teacher education programs in teacher education institutions and preservice teacher education practices and policies in MCPS and make recommendations as appropriate.
3. To study the certification regulations for the State of Maryland and make recommendations for improvement of those regulations.
4. To consider and to recommend new programs to promote the professional growth and competence of unit members.

All recommendations of the PDEI Committee shall be sent to MCEA and the Superintendent of Schools.

- B. When the Board or Superintendent requires a unit member to take specific training which is neither required for renewal of his/her certificate nor results in salary improvement nor can be applied to an advanced degree program, the Board will pay for all costs in excess of the normal expenditures that a unit member might have incurred if the training were not undergone. Such costs will be determined by the Superintendent upon the recommendation of the PDEI Committee.
- C. For the term of this Agreement, the Board agrees to budget funds for the purchase of books, equipment, and other educational resource materials it determines to be necessary for use by the professional staff at a level not less than the dollar level included in the FY 1980 approved operating budget. The PDEI Committee shall be consulted for recommendations. The Board will continue to provide help in processing teacher requests for in-service materials and for extending the hours of the curriculum laboratory.
- D. The Board encourages school staffs to develop community support for a program of released time for teachers to be used for improving instruction. The Board also encourages community involvement in the development of instructional improvement programs. Area staff, supervisors, and principals will work with school-based unit members to plan, develop, and execute programs designed to achieve these goals.
- E. Participation by supervising teachers in the training of student teachers shall be voluntary and shall be based on criteria established by the Department of Staff Development. Student teaching assignments, programs and work schedules will be submitted to the principal and the supervising teacher for final approval before the beginning of the semester in which the student teaching is to take place. The Board shall support a systematic program of training for those teachers who wish to train personnel from approved teacher training programs in accredited institutions.
- F. Since the Department of Personnel Services administers the credit granting authority for salary placement, appeals from this authority should be provided. A special appeals board shall be established composed of three members appointed by the Superintendent from

Board staff, other than staff of the Department of Personnel Services, and three members appointed by the Association. The appeals board will receive appeals from the credit granting authority and recommend dispositions to the Office of the Superintendent of Schools which will make the final decision. Annually, on or before May 1, the appeals board will review the criteria employed in granting of credit and report its findings to the PDEI Committee. Members of the appeals board will serve for two (2) years with new members appointed each year.

- G. The Board agrees to budget not less than the dollar level included in the FY 1980 approved operating budget for the following staff development activities:
1. To provide substitute leave bank funds to be used in conjunction with local staff development projects.
  2. To provide the staff development materials and equipment to be used specifically to support local school, area, and county staff development activities and programs, including the training of staff development leadership.
  3. To provide instructional support for MCPS developed in-service credit courses including teacher competency courses during the fiscal year.
  4. To provide financial support for MCPS developed noncredit in-service activities for unit members such as conferences, workshops, skill modules, and similar activities.
  5. To provide for the refinement of existing teacher competency courses and for the development of new teacher competency courses.
  6. To provide for the assessment of the effectiveness of selected in-service courses and programs.

## **ARTICLE 21 PROTECTION OF UNIT MEMBERS, STUDENTS, AND PROPERTY**

- A. The right of individuals to protect themselves and others consistent with the law shall not be denied to unit members as a condition of their employment.
- B. The Board will take precautions to prevent theft, damage, and/or other types of vandalism on Board property. All unit members have the responsibility to develop in students habits of good citizenship and good behavior. All unit members share the responsibility to work with students to reduce vandalism.



C. Unit members shall exercise responsibility for:

1. Adequate supervision of pupils in all parts of the building during duty hours and during assigned supervision of school-sponsored student activities, reporting and preventing vandalism, willful waste of materials, supplies, utilities, or other school property, and aggression toward any individual.
2. Supervision of the movement of pupils in the school building and in their activities on the school grounds.
3. The security of the school and Board property provided for school use, particularly the classroom and its contents, and the conservation of utilities, materials, and supplies.

D. The Board will put its full support behind the policies it adopts in matters of discipline, disruptive and/or unauthorized visitors. The Board and the unit members recognize a mutual responsibility for the enforcement of such policies.

E. Any case of assault on a unit member by other than another unit member shall be promptly reported by the unit member to his/her immediate supervisor. This report will be forwarded to the Superintendent or designee who will comply with any reasonable request from the unit member for information in his possession relating to the incident or the persons involved.

F. In cases of assault on a unit member, the provisions of Article 19 (Leaves), Section D. (Disability Leave), shall apply.

G. Where the unit member is charged with personal liability in relation to the duties and responsibilities of his/her assignment as prescribed by the Board of Education, he/she will be protected by the MCPS liability policy (Article 24) and he/she will receive all the legal assistance provided by that policy.

- H. 1. Principals and teachers in every school in the county may intervene in any fight or physical struggle which takes place in their presence in any school building or on the school grounds, between or among students or any other persons. The degree and force of the intervention shall be as reasonably necessary to restore order and to protect the safety of the combatants and surrounding persons.
2. A principal or teacher who incurs injury while thus intervening shall be compensated by the Board for necessary medical expenses resulting directly from the intervention and shall not suffer any loss of compensation for time lost from his/her school duties resulting directly from the intervention but such compensation shall be reduced by any payments made pursuant to the Workmen's Compensation Law.
3. In any suit or claim brought against the principal or teacher because of the intervention, as provided for in Subsection 1 herein by a parent or other claimant of one of the combatants, the Board shall provide legal counsel for the principal or teacher and shall save him/her harmless from any award or decree against him/her.

## **ARTICLE 22**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. The Association and the Board, cognizant that classroom control is an essential element of an effective learning climate and that control in the classroom has a direct relation to the quality of instruction, agree that the primary responsibility for pupil conduct rests with the classroom teacher. It is the joint responsibility of the Board of Education, the administration, and the classroom teacher to provide educational and curricular offerings that will help motivate the students and meet their educational and emotional needs. When a student requires the attention of the principal, counselor, pupil services employee, physician, or other specialist, the classroom teacher will so inform the principal or designee who will arrange a conference as soon as possible. This conference will include the principal or designee, the classroom teacher, the pupil, and an appropriate specialist, where feasible, to discuss the problem and to explore possible steps to resolve it.
- B. The classroom teacher-student relationship is the key to changing behavior before a serious problem develops. Therefore, a classroom teacher may retain a student after school on the same day that an incident occurs if the classroom teacher notifies his/her parent or guardian by telephone or other means, and obtains permission. If permission is not obtained, the student will normally fulfill his/her obligation to meet after school with his/her classroom teacher the following school day.
- C. When a student's behavior seriously disrupts the instructional program to the detriment of other students, the classroom teacher may temporarily remove him/her from class and refer the student to the principal or designee. Prior to readmission, the principal or designee will be responsible for working with the situation. If the principal, after consultation with the classroom teacher, determines that it is necessary, he/she will arrange, as soon as possible, a conference among himself-/herself or designee, the teacher, and possibly appropriate specialists to discuss the problem and to explore steps to resolve it. If mutually satisfactory steps do not result from this conference, the principal may, after consultation with the classroom teacher, schedule another conference involving the parent(s), area associate superintendent, and/or a member of pupil services. After consultation with the teacher, the principal or designee will determine when the student will return to class.
- D. Physical restraint may be used by a teacher in an extraordinary case of breach of discipline to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. The teacher shall inform the principal at once of such an action and shall make an accurate, written account of it, within 24 hours, if possible.

- E. The principal shall be responsible to see to it that an appropriate disciplinary procedure is developed for each school building with the total involvement of all members of the faculty and administration. Involvement of students and parents will be utilized in the planning and implementation of such a procedure. Said procedure shall be submitted to the building faculty in question for possible revision prior to its implementation.
- F. The student disciplinary procedure developed by each school shall be evaluated yearly by the staff and appropriate alterations or changes shall be proposed to the total faculty prior to implementation.

## **ARTICLE 23**

### **PERSONAL INJURY BENEFITS**

- A. When a unit member is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment as used and defined in workmen's compensation, the unit member will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury for the period of such absence. No part of such absence will be charged to the unit member's annual or sick leave.
- B. The Board will reimburse a unit member up to a limit of \$10,000 for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of the unit member's employment except injuries covered by Article 21, Section H.
- C. In the event that a unit member has any clothing or other personal property damaged or destroyed as the result of his/her enforcement of school regulations, the Board of Education will reimburse the teacher for such loss up to an amount not to exceed \$500, provided, however, that the unit member can produce the proof that his/her property was damaged as a result of his/her enforcement of school duties.

## **ARTICLE 24**

### **INSURANCE AND ANNUITY**

- A. For the term of this Agreement, the Board agrees to continue the following plan of shared premium cost for the current Employee Benefit Plan:

<b>Years in Employee Benefit Plan</b>	<b>Board</b>	<b>Unit Member</b>
1-3	60%	40%
4-6	70%	30%
7-12	80%	20%
Over 12 years	85%	15%

- B. The Board agrees to continue to carry a comprehensive general liability policy in which employees are named insureds while acting within the scope of their duties with limits of liability at not less than \$1,000,000.
- C. Unit members will be eligible to participate in the currently available tax-deferred annuity plans. The forms for the necessary reduction of annual salaries shall be available at the central office or MCEA's headquarters.
- D. The joint MCEA-MCPS committee for the purpose of reviewing periodically the Employee Benefit Plan shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three members of the committee.
- E. The Board agrees to pay a sum equal to the same dollar amount provided under the current MCPS plan for all unit members currently enrolled or who shall enroll in a Board of Education-approved qualified prepaid health maintenance organization. New employees may enroll during eligibility periods as set forth in the current benefit plan. Transfers between plans will be limited to no more than one (1) time each year at group reopening periods.

## **ARTICLE 25**

### **PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the unit member from properly performing his/her assigned functions during duty hours, or violate local, state, national or common law, or be prejudicial to his/her effectiveness in his/her teaching position.
- B. Religious activity, political activity, marital or parental status shall not be grounds for discrimination for professional employment or promotion providing said activities do not violate state, local, national or common law, or are not prejudicial to the unit member's effectiveness in his/her teaching position. The Board and the Association agree that they will not take any action against any unit member because of his/her participation in religious, political, or teacher organization activities conducted outside duty hours and off school property.
- C. Each unit member recognizes and accepts his/her obligation to support the goals of education and to foster respect for the heritage of democratic values.
- D. The Board and the Association, believing that academic freedom is basic to the attainment of the educational goals of the Montgomery County Public Schools agree that:
  - 1. Unit members shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in

their courses, particularly in relation to controversial subjects, within such limits as may be imposed by relevance to the course, the level of maturity and the intellectual ability of the students, and the time available. Unit members shall permit freedom of expression on those topics that are matters of opinion so that students may weigh alternative views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions in order to develop as fully as possible their capacities for rational judgment. Unit members shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.

2. A unit member does not have privileged status by virtue of his/her position to make statements that are libelous, slanderous, or that violate the civil rights of others.
  3. A unit member may express his/her own opinions in regard to political, social, and religious values or issues provided that the total presentation is essentially balanced and fair. He/she shall not use his/her professional contacts with students to further his/her own political aims or those of any individual or group.
- E. The Board and MCEA agree that there shall be no discrimination by the Board or MCEA against employees because of race, color, creed, religion, national origin, sex, age, marital status, or because of a physical handicap.
- F. No unit member shall be disciplined without proper cause.

## **ARTICLE 26**

### **BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

- A. The Board will budget funds to the Superintendent and staff to provide for the purchase of new and/or replacement textbooks, library books, other instructional materials, supplies and equipment of sufficient quality and quantity to support the instructional program both during the regular school year and in summer school programs. The Board agrees to submit in its budget request for FY 1981 no less than the dollar amount provided on a per pupil basis in the 1980 budget, and agrees to submit in its budget request for FY 1982 no less than the dollar amount provided on a per pupil basis in the 1981 budget.
1. Instructional materials and supplies will be funded to maintain the present rate and to provide for increases in rate as needs indicate and as budget funding will allow.
  2. The various programs of instruction supported by the Board will be funded according to purposes and needs.

3. At the time of initial allocation of the materials of instruction funds, a report to the principals of how these funds are allocated will be provided by the Superintendent to the schools.
  4. Summer school materials and supplies shall be funded in addition to the regular school allocation. An additional allocation will be made for summer school laboratory courses.
- B. Distribution of those materials of instruction funds allocated on a per pupil basis shall be based on the projected enrollment for the school year with the final allocation of these funds based on the actual enrollment on September 30.
  - C. Unit members using personal funds to purchase materials and/or supplies with the advance approval of their principal or immediate supervisor will be reimbursed for the amount of the purchase upon submission of an appropriate receipt.

## **ARTICLE 27**

### **DIFFERENTIATED TEACHER RESPONSIBILITY AND FLEXIBLE STAFF ORGANIZATION**

- A. The Association and the Board agree that the concept of differentiated responsibility and flexible staffing is potentially a valuable tool which should be applied more widely in the Montgomery County schools to help keep pace with the needs of children.
- B. The Association and the Board agree that any design for differentiated staffing, to be successful, (a) must meaningfully involve classroom teachers and the local faculties from the initial stages of development through implementation and evaluation, (b) must clearly define roles and responsibilities of certificated and noncertificated personnel, and (c) must seek the understanding and support of the community during development, implementation, and operation.
- C. The Association and the Board agree that successful implementation of this concept depends upon maintenance of constructive teaching loads.
- D. The Association and the Board urge local school faculties to initiate in-depth studies of the many ramifications of differentiated staffing.
- E. The Association and the Board agree to consider proposals for differentiated pay plans which originate with local school faculties after the school has successfully implemented a differentiated staffing plan for at least two full school years.
- F. Prior to the implementation of any Differentiated Teacher Responsibility and Flexible Staff Organization plan that affects unit members' wages, hours, salaries, and other working conditions, the plan shall be submitted to the parties for negotiation of salary, wages, hours, and other working conditions.

- G. The Board of Education and the Association agree to jointly develop procedures to negotiate any pay plan as noted in F., above. Such negotiation can be scheduled separate from the regular negotiations upon mutual agreement of the parties.

## **ARTICLE 28**

### **DEDUCTIONS FROM SALARY**

- A. As unit members individually and voluntarily authorize the Board, the Board agrees to deduct from the unit members' salaries one single payment periodically to include (1) dues for the Montgomery County Education Association, (2) dues for the Maryland State Teachers Association and the National Education Association, and (3) premiums for the MCEA insurance plans. This authorization for MCEA, MSTA and NEA dues, and/or premiums for the MCEA insurance plans will remain in effect until one or more of these deductions are added or dropped as authorized in writing by a unit member and received by MCEA on or before September 10. The amount deducted from a unit member's salary each year will be for the total dues and/or the MCEA insurance premiums as certified by MCEA by authorization form signed by the individual signifying that such deductions shall be at the "current rate."
- B. The Board agrees to transmit the deductions promptly to the Montgomery County Education Association including a list of names and the amount of each deduction.
- C. MCEA will certify to the Board in writing the current rate of membership dues for the three associations by September 1. Further, the Association agrees to certify in writing the current premiums for the insurance plans for each unit member using payroll deductions for this purpose at the time he/she enrolls or changes his/her status.
- D. The number of deductions referred to in Section A are to be made during the school year and the amount of each deduction will be as mutually agreed upon by the Board and the MCEA. The Board will honor any authorizations for dues deductions and MCEA insurance premiums received after the beginning date of withholding provided, however, that it will deduct the amount only for each remaining pay period and for the number of pay periods that have been agreed to by the Board and MCEA. Authorizations for deductions will be honored beginning with whatever pay period the records are open.
- E. MCEA shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this article, or in reliance of any list, notice, or assignment furnished under any such provisions.

## **ARTICLE 29**

### **PART-TIME UNIT MEMBERS**

- A. A part-time unit member shall be compensated at the hourly rate commensurate with the unit member's level of experience and training.
- B. A part-time member shall be eligible on a proportional basis for all the benefits enjoyed by a full-time unit member.
- C. Part-time unit members shall be given consideration for full-time employment in any classification that they are qualified for as vacancies develop during the term of this contract.

## **ARTICLE 30**

### **PROCEDURES FOR REDUCTION IN PROFESSIONAL STAFF**

#### **A. Authority/Definition**

The Board of Education of Montgomery County retains the right to reduce its force, and its decision on such reduction is not subject to the grievance procedure. However, any action taken under Sections B., C., and D. of this article shall be grievable.

Reduction of professional staff shall mean that the termination of a unit member(s) will occur because of one or more of the following reasons:

1. Decrease in student enrollment.
2. Changes in curriculum.
3. Decline in subject or grade level enrollment.
4. Budget limitations.

#### **B. Procedure**

If any reduction in personnel within any given field of instruction, the determination of those who are to be released will be in the following order:

1. Unit members holding Class II certificates.
2. Nontenured unit members holding provisional certificates.
3. Nontenured unit members holding regular certificates.
4. Tenured unit members.

When a reduction in professional staff is necessary, a unit member's length of service in MCPS and quality of job performance will receive equal consideration in determining those individuals who will be terminated. Among additional factors to be considered will be the competency of the teacher as related to the program needs of the school.



In FY 1982, seniority will be given additional weight for unit members with six (6) or more years of service with MCPS, unless individuals with demonstrably superior qualifications are available for the positions.

**C. Recall**

1. Any unit member whose service has been terminated because of the elimination of a position or a reduction in professional staff shall for a period of two (2) years receive priority consideration for reemployment if he/she so desires and if appropriate vacancies develop.
  2. In the event that a unit member does not desire at the time of termination to be placed on the list for priority consideration for reemployment, he/she shall receive full payment for all earned unused leave. For those terminated unit members with tenure, they will receive, in addition, one (1) month's salary for each year of creditable MCPS service up to a limit of six (6) months' salary.
- D. Any unit member who is terminated due to a reduction in force may be placed on leave without pay for the six (6) months immediately following the end of duty and may choose to continue membership in the health benefit plans offered by the Board of Education by paying the full cost of membership in these plans during those six (6) months.

## **ARTICLE 31 GENERAL**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or State Board bylaw, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Nothing in this Agreement is intended to deny or abrogate any of the powers or responsibilities of the Board of Education and the Superintendent that have been assigned to them by any Maryland law or regulation of the State Board of Education.
- B. The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.
- C. Copies of this Agreement will be printed and distributed by the Board to all presently employed and newly hired unit members and the Association will be allocated 500 copies.
- D. Any written communication to be given by one party to the other under this Agreement will be given by telegram, registered mail, regular mail, or personally receipted mail. If given by the Board, said notice will be sent to the Montgomery County Education Association, 1776 East Jefferson Street, Rockville, Maryland 20852, and if given by the Association, such notice will be sent to the Board of Education of

Montgomery County, 850 Hungerford Drive, Rockville, Maryland 20850. Either party may, by like written notice, change the address at which notice to it may be given.

- E. Any article in this Agreement that is dependent for its fulfillment upon public funds shall be subject to and contingent upon funding by the County Council of Montgomery County, or upon subsequent renegotiation as described elsewhere in this Agreement.

## **ARTICLE 32 DURATION**

This entire Agreement will be for a two-year period beginning July 1, 1980, and ending June 30, 1982.

During the 1980-81 school year the salary schedule shall be increased by ten (10) percent. The increase shall be effective on July 1, 1980.

During the 1981-82 school year the salary schedule shall be increased by the higher of the two following wage adjustments: (a) 7%, or (b) 75%, rounded to the nearest  $\frac{1}{2}\%$ , of the percentage change in the national Consumer Price Index from the index of January, 1980 to and including the index of December, 1980. The increase shall be effective on July 1, 1981.

For the Board:

/s/ Robert G. Cooney  
Director of Association Relations

For the Association:

/s/ Walter W. Rogowski  
Director of Employee Relations

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 13th day of February 1980.

MONTGOMERY COUNTY  
BOARD OF EDUCATION

by /s/ Daryl W. Shaw  
President

MONTGOMERY COUNTY  
PUBLIC SCHOOLS

by /s/ Edward Andrews  
Interim Superintendent of Schools

MONTGOMERY COUNTY  
EDUCATION ASSOCIATION

by /s/ J. David Eberly  
President

## **SUBSTITUTE TEACHERS PREAMBLE**

Pursuant to the passage of Negotiations Law, Sections 6-401(c), 6-407 (b), and 6-408(b) of the Public School Laws of Maryland as amended, the Montgomery County Education Association has been recognized by the Board of Education of Montgomery County as the exclusive representative for certificated and noncertificated substitute teachers employed by the Board of Education for at least seven (7) days before March 1 of the school year ending June 30, 1978, such substitute teachers to be included in an existing unit, previously consisting of all certificated professional employees of the Montgomery County school system. Members of the negotiators' group and temporary employees are excluded from any unit. The parties, therefore, agree that pursuant to the above law, their entire understandings are reflected in this Appendix and that the existing Agreement Between the Montgomery County Education Association and the Board of Education of Montgomery County for the School Years 1980-82 (hereinafter the Basic Agreement ) shall not apply to substitute teachers except as specifically stated herein.

## **DEFINITIONS**

The list of definitional terms contained in the Basic Agreement shall apply except as modified by the following:

1. **Unit** — The body of certificated permanent and conditional professional employees and certificated and noncertificated substitute teachers employed by the Board for at least seven (7) days before March 1 of the school fiscal year ending June 30, 1978 for the initial unit determination, and thereafter all persons actually employed as substitute teachers.
2. **Negotiations Law** — Sections 6-401(c), 6-407(b), and 6-408(b) of the Public School Laws of Maryland.
3. All positions within the bargaining unit shall be permanent, conditional, or substitute teacher positions.
  - a) **Permanent Position** — A permanent position is one which has been established by the Board with the anticipation that it will be necessary to maintain the existence of such position indefinitely on a continuous year-round or school-year basis.
  - b) **Conditional Position** — A conditional position is one established by the Board for the period of time that monies are available in whole or in part from the United States Government, a private organization, a foundation, a revenue-producing source, or an individual for use in special research or other long-term projects. This position shall be automatically abolished when no longer needed or when funds are no longer available.
  - c) **Substitute Position** — A long-term substitute unit member is a substitute teacher who works a minimum of ten (10) consecutive workdays in the same assignment for a regular classroom teacher

who is on leave, or a substitute teacher who fills a vacancy for a minimum of ten (10) consecutive workdays in the same assignment. Any break in service will end the long-term status except that a substitute unit member may be absent up to two (2) consecutive duty days for illness certified by a doctor without returning the substitute unit member to short-term status. A short-term substitute unit member is anyone who works less than eleven (11) consecutive workdays in the same assignment on a day-to-day basis.

## **ARTICLE 1 RECOGNITION**

The Recognition Article in the Basic Agreement shall apply and shall also be deemed to cover all noncertificated and certificated substitute teacher employees of the Montgomery County school system with regard to all matters relating to salary, wages, hours, and other working conditions.

## **ARTICLE 2 INSURANCE**

- A. The Board agrees that the benefits contained in Article 24, Sections B and D, of the Basic Agreement shall apply to substitute teachers.
- B. The Board agrees that the benefits in Article 23, Sections B and C, of the Basic Agreement shall apply to substitute teachers.
- C. The Board agrees to appoint a committee to study the possibility of providing health benefits for substitute teachers at no cost to the Board for such benefits. The committee will make recommendations to the Superintendent no later than December 1, 1980.

## **ARTICLE 3 SALARIES**

- A. The rate of pay for short-term substitute teachers will be \$41.84 per day for the first year of this Agreement. The rate of pay beginning July 1, 1981 will be consistent with the percentage raise given to other unit members as stated in Article 32, Duration. A substitute who is employed to replace a unit member who is a less than full-time member shall be paid the same percentage of the rate of pay for a short-term substitute teacher. A short-term substitute unit member will receive a minimum of one-half of the short-term substitute daily rate of pay when the unit member substitutes for a teacher whose regular schedule is full time.
- B. The rate of pay for long-term substitute teachers will be \$56.22 per day for the first year of this Agreement. The rate of pay beginning July 1, 1981 will be consistent with the percentage raise given to other unit members as stated in Article 32, Duration. A substitute who is employed to replace a unit member who is a less than full-time unit member shall be paid the same percentage of the rate of pay for a long-term substitute teacher.

- C. Each substitute teacher will be paid on the payday two weeks following the end of the pay period.
- D. If two short-term substitute teachers are called to report for the same regular classroom teacher, and do so, the principal shall assign one to the absent classroom teacher's duties and the other to other duties which may include assignment to another school. The substitute teacher who is not assigned to the absent classroom teacher's duties may decide not to work and, therefore, will receive no wages of any kind for that day.
- E. Substitute teachers shall be eligible for participation in the Outdoor Education program if selected by the principal.

## **ARTICLE 4 WORK HOURS AND WORK LOAD**

- A. Each substitute unit member will perform all the duties and have all the responsibilities during the normal workday of the school-based unit member for whom he/she is substituting or the duties and responsibilities necessary to fill the vacant position as determined by the principal. For a school-based position held by other than a unit member who teaches regularly in a classroom, no substitute unit member shall report for work without prior written authorization from the area associate superintendent to the principal or designee in each event.
- B. Each substitute unit member will work the same number of normal hours worked by the unit member who is on leave or the scheduled number of hours for the vacant position. Starting and dismissal times shall be assigned by the principal.
- C. Effective July 1, 1980, each substitute unit member shall receive an informational packet relevant to the operation of the specific school to which he/she has been assigned. This packet will be returned by the substitute unit member when the assignment terminates.
- D. A long-term substitute unit member will be granted emergency leave when schools are closed because of inclement weather or other emergency reasons.

## **ARTICLE 5 DURATION**

This Addendum Agreement will be for a two-year period beginning July 1, 1980 and ending June 30, 1982.

## **ARTICLE 6 IN-SERVICE**

The Board agrees that substitute teachers may participate in in-service courses on a space available basis.

## **SUPPLEMENTAL**

School Board Authority; Article 2, Negotiation Procedure; Article 3, Grievance Procedure; Article 4, MCEA-Administration Liaison Committee; Article 9, Nonteaching Duties (except Section D shall not apply); Article 10, Section D, Unit Member Assignment; Article 18, Association Rights and Privileges; Article 21, Protection of Unit Members, Students and Property; Article 22, Maintenance of Classroom Control and Discipline; Article 25, Personal and Academic Freedom; and Article 31, General, of the Basic Agreement shall apply herein.

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This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.

Form Approved  
O.M.B. No. 044-R0003

SEPTEMBER 29, 1980

DIRECTOR FOR ASSOCIATION RELATIONS  
MONTGOMERY COUNTY BOARD OF EDUCATION  
850 HUNGERFORD DRIVE  
ROCKVILLE, MD. 20850

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1980

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

MONTGOMERY CNTY MD BD OF EDUC TEACHERS

WITH EDUCATION ASSOCIATION; NATIONAL  
MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

EXT only

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 7,000 EMP = 4,700
2. Number and location of establishments covered by agreement 180 schools throughout Montgomery County
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

NEW EXP = 6/30/84

EFF = 7/1/82

NO MORE CONTRACTS  
AVAILABLE. Will send

Robert G. Cooney, Director of Association Relations

(301) 279-3511

Your Name and Position

Area Code/Telephone Number

Montgomery County Public Schools, 850 Hungerford Dr., Rockville, Maryland 20850

Address

City/State/ZIP Code

X-6/82